

**K L A — H A — N E E**

# **COVENANTS and RESTRICTIONS**

**HRCETA SHORES HOMESOWNERS ASSOCIATION  
BOARD OF DIRECTORS  
PO Box 1361, Florence, Oregon 97439**

To: Existing and new lot owners.

FROM: Board of Directors Heceta Shores Homeowners Association.

SUBJECT: REVISED DECLARATION OF COVENANTS AND RESTRICTIONS

Davidson Lumber Company, the developer of our property, along with the Association has amended the above document with Lane County several times. We attach a completely revised version of the Covenants and Restrictions incorporating all the changes which have been as follows.

- + 1st Recording on January 18, 1979 Reception No. 7903325
- + 2nd Recording was a supplement also recorded on January 18, 1979 Reception 7903325
- + 3rd Recording was on December 10, 1979 Reception No. 7973096
- + 4<sup>th</sup> Recording was on December 19, 1979 Reception No. 7974850
- + Last Recording was on February 4, 1998 Reception No. 9807894

This consolidation of all the Lane County recorded changes to the Covenants and Restrictions should make them easier to read. This is now the official document of the Association. Please discard all earlier versions.

HECETA SHORES HOMEOWNERS ASSOCIATION  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 7th day Of December 1977, by DAVIDSON LUMBER COMPANY, an Oregon corporation (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Lane County is in the process of establishing a county-wide procedure for approved management corporations for sewer management but will not likely have finally established such procedure in time for consideration for application to the subdivision of the property subject hereto; and

WHEREAS, Developer has incorporated under the laws of the State of Oregon, as a non-profit corporation, THE HECETA SHORES HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set, forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Heceta Shores Homeowners Association.
- (b) "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this declaration or any supplemental declaration under the provisions of Article II, hereof.
- (c) "Common properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.

(e) "Living unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(f) "Multifamily structure" shall mean and refer to any building containing two (2) or more living units under one roof except when each such living unit is situated upon its own individual lot.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or living unit situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. EXISTING PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Lane County Oregon, and is more particularly described as follows:

The Shores subdivision in its entirety as platted and recorded in file 73, slides 205-207, Lane County Plat Records, in Lane County, Oregon

all of which real property shall hereinafter be referred to as "existing property."

Section 2. ADDITIONS TO EXISTING PROPERTY, Additional lands may become subject to this declaration in the following manner:

(a) ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT. The Developer, its heirs and assigns, shall have the right to bring within the scheme of this declaration additional properties in future stages of the development, provided that such additions are in accord with a general plan of development prepared prior to the sale of any lot and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale.

Such general plan of development shall show the proposed additions to the existing property and contain:

- (1) A general indication of size and location of additional development stages and proposed land uses in each.
- (2) The approximate size and location of common properties proposed for each stage.
- (3) The general nature of proposed common facilities and improvements.
- (4) A statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses.
- (5) A schedule for termination of the Developer's right under the provisions of this sub-section to bring additional development stages within the scheme. Unless otherwise stated therein, such general plan shall not bind the Developer, its heirs and assigns, to

make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon and the general plan shall contain a conspicuous statement of this effect.

The additions authorized under this and the succeeding sub-section, shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this declaration to such property.

Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this declaration within the existing property.

(b) OTHER ADDITIONS. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, 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 file of record a supplementary declaration of covenants and restrictions, as described in sub-section (a) hereof.

(c) MERGERS. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this declaration within the existing property except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

CLASS B. Class B membership shall be in the Developer. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by section 1 provided that the Class B

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membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1985.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interests required for membership under Section 1.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. GENERAL EASEMENT. All conveyances of land situate in the said property, made by the Developer, and by all persons claiming by, through, or under the Developer, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all of the common areas of said property for the purposes of traveling by foot or conveyance or resting or otherwise being thereon, and over, under and across all portions of said property (except those portions thereof actually intended to be occupied as living space in any building now or hereafter located upon said property and specifically including (without being limited thereto) the interior of party walls, attic crawl spaces and the area below the living space in any living unit, for the purpose of building, constructing and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and services now or thereafter commonly supplied by public utilities or municipal corporations and upon all common areas for constructing and maintaining thereon streets, driveways, community and recreational facilities, ornaments and statues, swimming pools, lawns, landscaping and planted areas thereon: all of said easements shall be for the benefit of all present and future owners or property subjected to the jurisdiction of the Association by recorded covenants and restrictions recorded as herein above provided, and their tenants, contract purchasers and guests; said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use, as promulgated from time to time by the Directors of the Association in the interest of securing maximum safe usage of said easements without unduly indulging upon the privacy of the owner or occupant of any part of said property. An easement over, upon and across all parts of said property is granted and reserved to the Association, its successors and assigns to the extent reasonably required to perform exterior maintenance and to the extent reasonably necessary to perform other maintenance reasonably necessary or advisable to protect or preserve the value of the said property and the living units thereon.

Section 2. TITLE TO COMMON PROPERTIES. The Developer may retain the legal title to the common properties thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the common properties to the Association, free and clear of all liens and encumbrances, not later than January 1, 1980 or upon the demand of the Association.

Section 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) The right of the Association to charge reasonable admission and other fees for the use of the common properties; and
- (e) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken; and
- (f) The right of the Association to regulate means of access to the beach for the purpose of protecting the dunes and vegetation that would potentially interfere with vegetation located on the common areas.

Section 4. DRAIN FIELD EASEMENTS. Lots 59-81, 91-108 are subject to an easement with the Heceta Shores Homeowners Association as grantee for use as subsurface sewage disposal system drain fields. These lots may not be used for any purpose by the owner without the written consent of the Heceta Shores Homeowners Association. In any event, the owner shall not use the lots in any way so as to interfere with their purpose of providing locations or reserve locations for subsurface sewage disposal system drain fields. Upon the availability of a public sewage disposal system not requiring drain fields, owner covenants to connect to such system on the terms and conditions as the public body or bodies with jurisdiction shall reasonably require and upon such connection to discontinue use of the subsurface sewage disposal system originally established. When the lots subject to the easement herein together or singly are no longer required for use as drain fields or reserve locations for such drain fields, the easement herein shall cease and may not be re-established without a separate and subsequent act of the owner of such lots. So long as the easement continues in existence as to any lot, then as to that lot, the owner shall not have any voting rights in the Association by virtue of ownership of such lot. All owners covenant that they shall not object to the standing of any governing body with jurisdiction enforcing applicable private covenants as to repair and maintenance of the subsurface sewage disposal system and by this covenant also delegate the authority to Lane County or any governmental unit or district Lane County may designate to enforce these covenants in respect to repair and maintenance of the subsurface.

Section 5. DRIVEWAYS. Each lot shall have one (1) access to the nearest street as shown on the plat, such access to be a minimum of fifteen (15) feet wide. The

location of such access shall be determined by the Architectural Control Committee as part of the process for obtaining approval of plans for construction upon the lot. Once a lot has been purchased and access constructed, the location of such access shall not be required to be moved, except at the request of the owner or at no expense to the owner. For purposes of this section, shared access between two owners constitutes access.

Section 6. ENCROACHMENT. The Architectural Control Committee shall have the authority to approve site development plans which include encroachments of roof overhangs, porches, carports, decks or similar construction on the common properties up to a maximum of ten (10) percent(%) of the lot size of the encroaching ownership for the purpose of providing additional flexibility in site development.

Section 7. SUBSURFACE SEWAGE DISPOSAL MAINTENANCE. The Heceta Shores Homeowners Association or any successor or delegate responsible for the management of the maintenance or subsurface sewage disposal system and all lot owners of lots subject to this declaration covenant that the maintenance schedule and contractor for the subsurface sewage disposal system, as initially approved by Lane County in connection with subdivision approval, shall, not subsequently be changed without the approval of Lane County. All owners in the homeowners association, its successors and delegates, also by this declaration grant in advance all necessary owner consents to Lane County's examining the records of any private contractor performing maintenance on the subsurface sewage disposal system referred to herein.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer for each lot owned by him within the properties hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges.

(b) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Notwithstanding other provisions of these covenants, costs of repairing and maintaining the subsurface sewage disposal system shall be given first priority after payment of taxes, insurance and current obligations already contracted.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until the year beginning January 1, 1981, the annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot excluding any amount for real property taxes due on the common



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areas. Which amount shall be in addition to the maximum amount stated herein and shall be shared pro-rata between lot owners equally for each lot owned. From and after January 1, 1981 the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of incorporation and under Article II, Section 2 hereof.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve (12). The same

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reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

The Board of Directors shall present at its annual meeting for information to the membership a proposed annual budget setting forth the anticipated repair, maintenance and capital improvement costs for the subsurface sewage disposal system drain fields. A copy of each such budget shall be mailed to Lane County for its general information immediately after the annual meeting along with a notation of any action taken at the annual meeting affecting such budget.

The Board of Directors shall manage the affairs of the Association so as to maintain at all times a minimum balance of Three Thousand Twenty-five Dollars (\$3,025.00) available for repairing and maintaining the subsurface disposal system.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: The PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale

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or transfer shall not relieve such property from liability for any assessments thereafter becoming, due, nor from the lien of any such subsequent assessment.

Section 11. EXEMPT PROPERTY. The following property subject to this declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use;
- (b) All Common Properties as defined in Article 1, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Oregon upon the terms and to the extent of such legal exemption; and
- (d) All lots subject to the drain field easement described in Article IV, section 4 herein so long as they continue subject to such easement, such exemption being on an individual lot basis.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, changes or liens.

Section 12. PARTICIPATION IN COUNTY APPROVED MANAGEMENT CORPORATION.

Notwithstanding other provisions of these covenants, should Lane County or its designated delegate obtain a court order enforcing the subsurface sewage disposal covenants herein, such order may include at the discretion of the court the requirement to participate in a county approved management corporation under statutes, ordinances, rules and regulations then in effect, in whole or in part, as shall be determined reasonable by the court.

## ARTICLE VI

### PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. WEATHERPROOFING. Notwithstanding any, other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the

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decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

#### ARTICLE VII

##### INITIAL USE RESTRICTIONS

Until canceled, amended or otherwise changed by the Association, which changes the Association shall have the power to make notwithstanding the amendment limitations in Article X herein, the following use restrictions apply to the properties:

1. No lot shall be used for other than residential purposes and no buildings shall be erected on any lot except dwellings, garages or carports, swimming pool, tennis court, non-commercial greenhouse and garden shed.
2. No structure of a temporary character, trailer, basement, partly finished house, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All structures, additions or alterations shall be completed within six (6) months from starting date. Open carports shall not be used for storage other than that enclosed by wall of the structure.
3. Landscaping as approved by the Architectural Control Committee shall be completed not more than thirty (30) days after occupancy or such other period not to exceed six (6) months as the Architectural Control Committee may approve. Completed landscaping shall be maintained in a neat and healthy condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
4. No sign of any kind shall be displayed to the public view on any lot except a sign not more than five (5) feet square advertising the property for sale or rent by the owner which must be not less than twenty (20) feet from the property line.
5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and do not create objectionable noise or odor and are maintained on a leash when off the owner's property.
7. No lot shall be used or maintained as a parking place for trucks, trailers, equipment or materials, except during the Course of construction or used as a dumping ground for rubbish or used as a parking place for vehicles not in regular family use and good operating condition.
8. Trash, garbage or other waste shall not be kept except in sanitary containers emptied weekly. All incinerators, garbage cans or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition enclosed by fences that screen them from sight. Storage or any kind of goods, chattels, merchandise, material, fuel, supplies or machinery shall be within walls of the building, or enclosed by tight fences that completely screen it from sight.
9. No TV antenna erected on any lot shall extend more than two (2) feet above the portion of the roof of the dwelling on which it is mounted.

10. Travel trailers, campers, boat trailers, trucks and similar vehicles may be parked for a period not exceeding seventy two (72) hours on any lot only without the approval of the Association or in accordance with regulations promulgated by the Association.

11. The floor area of any living unit on Lots 33-47, 44-46, and 59-100, inclusive, shall be not less than one thousand (1,000) square feet. The floor area of any living unit on lots 1-32, 38-43, 47-58, and 101-110 inclusive, shall not be less than one thousand four hundred (1,400) square feet. Garages, carports, porches and any other structure or space not designed and intended for residential use and occupancy shall not be included in calculating the floor area of any floor area of any living unit.

11a. No lot may be leased or rented for a period of less than thirty (30) consecutive days.

#### ARTICLE VIII

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. REVIEW BY COMMITTEE. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

In furtherance of its duties as set forth herein, the Architectural Control Committee (the "ACC") is authorized to promulgate guidelines and regulations to which the properties will be subject to the following:

(a) The Board appoints three or more representatives to the ACC. The ACC is under the supervision of the Board of Directors and the ACC is required to make recommendations to the Board of Directors for their approval or non-approval.

(b) Any plans submitted to the ACC are reviewed and then passed on to an independent architect/engineer who acts as advisor to the committee and the Board. The ACC then presents their recommendation for Board comment.

(c) A decision of the ACC is always subject to appeal directly to the Board of Directors. Adjacent lot owners can also appeal the ACC's decision to the Board of Directors.

The guidelines and regulations may be changed from time to time by the Architectural Control Committee. An owner may request a copy of the current guidelines and regulations by contacting the Association or a member of the Architectural Control Committee. Owners are hereby put on notice that the current guidelines and regulations will be enforced and applied to all properties.

Section 2. SOIL AND VEGETATION PROTECTION. The natural state, other than routine maintenance or removal of hazards to life, of any lot or common area shall not be intentionally and materially changed by any person without first obtaining the approval of the Architectural Control Committee or proceeding under rules promulgated by such committee. The committee shall grant no such approval nor

promulgate such rules without first consulting with a person with special knowledge and qualifications of sand dune stabilization and coastal vegetation.

#### ARTICLE IX

##### EXTERIOR MAINTENANCE

Section 1. EXTERIOR MAINTENANCE. In addition to maintenance upon the common properties, the Association shall provide exterior maintenance upon each lot which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. ASSESSMENT OF COST. The cost of such exterior maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot is subject or Article V hereof and, as part of such annual assessment or charge, it shall be lien and obligation of the owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter make such adjustment with the owner as is necessary to reflect the actual cost thereof.

Section 3. ACCESS AT REASONABLE HOURS. For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any day except Sunday.

Section 4. Exterior maintenance as provided in this article shall be provided in the first instance by individual owners. The association shall provide such maintenance when an individual owner has not provided maintenance to the standard adopted by the association and after written notice to such individual owner of non-compliance, such notice to influence a reasonable time to comply with applicable standards.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefits of and be enforceable by the Association, or the owner of any land subject to this declaration, their respective legal representatives, heirs, successors, and assigns. This declaration is extended by this amendment for a term of ten (10) years from the date this amendment is recorded, after which time the declaration shall be automatically extended for successive periods of ten (10) years. The Association may further amend the declaration by recording an instrument which includes such amendments, provided that

- (a) Written notice of the proposed amendment is sent to every owner at least ninety (90) days in advance of recording of the amendment,
- (b) Two-thirds of the owners of lots entitled to vote have agreed to such amendments,
- (c) Such instrument is signed by an officer of the Association, and
- (d) No such amendment shall be effective until three (3) years after the date of recording such instrument with the Lane County Official Records.

Section 2. NOTICES. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent

This document is for reference only and is not a legal copy of HSHA's C&Rs

when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or

Lane County References:

- ♦ The Shores Subdivision in its entirety as planned and recorded in File 73 slides 205-207.
- ♦ Original Declaration of Covenants and Restrictions were recorded on January 18, 1979 Reel 967 reception number 7903325 and second supplement was recorded on December 10, 1979 Reel 1042 reception number 7973096.



DAVIDSON LUMBER COMPANY  
 By: [Signature]  
 President  
 By: [Signature]  
 Secretary

STATE OF OREGON     )  
                                   ) ss.  
 COUNTY OF LANE     )

December 7, 1977. Personally appeared Don-Lee Davidson who being sworn, did say that he is the President and James I. Hershner, who being sworn, did say that he is the Secretary of DAVIDSON LUMBER COMPANY, an Oregon corporation, and

attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association, owner or other person or entity having the right to enforce these covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provisions which shall remain in full force and effect.

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 they acknowledged said instrument to be the free act and deed of said corporation. Before me:



W. C. Reed  
Notary Public of Oregon  
My Commission Expires: Dec 22, 1980

CONSENT TO THIRD PARTY STANDING IN PRIVATE COVENANTS  
APPLICABLE TO THE SHORES SUBDIVISION

Lane County's procedure for establishing approved management corporations for private sewage disposal systems has not yet been adopted. Such procedure not yet being available and the covenants and restrictions hereinabove appearing to be a reasonable procedure in the circumstances of the particular property described herein, Lane County hereby consents to and accepts a role as a third party having the standing to enforce the private covenants herein relating to repair and maintenance of the subsurface sewage disposal system.

LANE COUNTY BOARD OF COMMISSIONERS

Archie Weinstein  
Gerald H. Rust, Jr.  
Robert E. Wood

STATE OF OREGON )  
                          ) ss.  
COUNTY OF LANE )

November 21, 1977. Personally appeared Archie Weinstein, Gerald H. Rust, Jr., and Robert E. Wood who being duly sworn each for himself and not one for the other did say that they are the three members of the Board of County Commissioners for Lane County, Oregon, a political subdivision of the State of Oregon, and that they have approved their signatures hereto in open meeting and of public record and each of them acknowledge their signatures herein to be their voluntary act and deed.



James G. Horn  
Notary Public of Oregon  
My Commission Expires: 2/24/1979





\$36.00

RPR-AMEN Cnt=1 Stn=6 CASHIER 07  
\$15.00 \$10.00 \$11.00

01/12/2009 03:53:17 PM

After Recording Return To:  
Thomas C. Nicholson, P.C.  
P.O. Box 308, 552 Laurel St.  
Florence, OR 97439

Send Tax Statements To:  
No Change

## SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

*10 in OR*  
*OK* This Second Amendment to Declaration of Covenants and Restrictions is made this day of January, 2009, by the Heceta Shores Homeowners Association (the "Association") with respect to The Shores subdivision in its entirety as platted and recorded in File 73, Slide 205-7, Lane County Plat Records, in Lane County, Oregon (the "Subject Property"),

### RECITALS:

The original Declaration of Covenants and Restrictions (the "Declaration") affecting the subject property was recorded in the Lane County Official Records at Reception No. 7903325, was supplemented by a Supplement to Declaration of Covenants and Restrictions recorded at Reception No. 7903325 (the "Supplement") and by a Second Supplement to Declaration of Covenants and Restrictions recorded at Reception No. 7973096 (the "Second Supplement") and by a Correction to Declaration of Covenants and Restrictions recorded at Reception No. 7974850 (the "Correction"), and amended by document entitled Amendment to Declaration of Covenants and Restrictions, recorded at Reception No. 9807894 (the "First Amendment").

### AMENDMENT

Pursuant to Article X, Section 1 of the Declaration as amended in the First Amendment referenced above, Article X, Section 1 of said Declaration is hereby amended to read and provide as follows:

#### ARTICLE X GENERAL PROVISIONS

Section 1. a. **DURATION.** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this declaration, their respective legal representatives, heirs, successors, and assigns. This declaration is extended by this amendment for a term of ten (10) years from the date this amendment

is recorded, after which time the declaration shall be automatically extended for successive periods of ten (10) years.

Section 1.b. AMENDMENT. The Association may further amend the Declaration by recording an instrument which includes such amendments, provided that (a) written notice of the proposed amendment is sent to every owner at least ninety (90) days in advance of recording of the amendment (b) three-quarters (3/4) of the owners of lots entitled to vote have agreed to such amendments, and (c) such instrument is signed by the President and the Secretary of the Association. Such amendment shall become effective on the date of recording such instrument with Lane County Official Records.

THE UNDERSIGNED President and Secretary of the Association hereby certify and affirm that this Amendment is promulgated pursuant to an affirmative vote or agreement of the lot owners representing seventy-five percent (75%) or more of the total votes in the planned community and by affirmative action of the Board of Directors of the Association of Heceta Shores Homeowners Association.

<sup>10<sup>th</sup> 27</sup>  
<sup>27</sup>  
IN WITNESS WHEREOF, the Association has caused this document to be executed this 10<sup>th</sup> day of January, 2009.

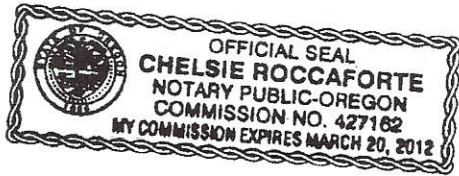
HECETA SHORES HOMEOWNERS ASSOCIATION

By: Michael R. Liebling, MD  
MICHAEL R. LIEBLING, MD, President

By: Richard Sayre  
Richard Sayre, Secretary

STATE OF OREGON )  
 )ss.  
County of Lane )

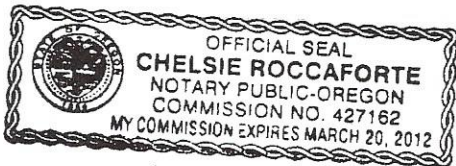
The foregoing instrument was acknowledged before me this <sup>10 CR</sup> ~~9th~~ day of January, 2009, by Michael Liebking, the President of Heceta Shores Homeowners Association.



Chelsie Roccaforte  
Notary Public for Oregon  
My Commission Expires: March 20, 2012

STATE OF OREGON )  
 )ss.  
County of Lane )

The foregoing instrument was acknowledged before me this <sup>10 CR</sup> ~~9th~~ day of January, 2009, by Richard Sayre, the Secretary of Heceta Shores Homeowners Association.



Chelsie Roccaforte  
Notary Public for Oregon  
My Commission Expires: March 20, 2012