

WHEN RECORDED, RETURN TO:
LITTLE WHALE COVE
Homeowners Association
P.O. Box 49
Depoe Bay, Or 97341

2007 RESTATED DECLARATION
OF
CONDITIONS, RESTRICTIONS, EASEMENTS,
RESERVATIONS AND REGULATIONS
LITTLE WHALE COVE
HOMEOWNERS ASSOCIATION, INC.

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LITTLE WHALE COVE**

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EXHIBITS

RECITALS:

- Exhibit I** Little Whale Cove Property
- Exhibit II** Property Annexed to Little Whale Cove
- Exhibit III** Amendments to Declaration

DECLARATION:

- Exhibit A** Legal Description of Property

2007 RESTATED DECLARATION
OF
CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS,
RESERVATIONS AND REGULATIONS
LITTLE WHALE COVE

This 2007 Restated Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations Little Whale Cove (“**2007 Restated Declaration**”) is made this ____ day of _____, 2007 by Little Whale Cove Homeowners Association, Inc., an Oregon nonprofit corporation (the “**Association**”) pursuant to ORS 94.590(6).

RECITALS

A. Little Whale Cove is a community of owners initially established by Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations (the “**Declaration**”) recorded November 9, 1976 in Book 70, Page 74, Records of Lincoln County, Oregon.

B. By amendments to the Declarations additional property was annexed to Little Whale Cove as provided in Section 2.2 of the Declaration. The property currently subject to the Declaration is described in attached *Exhibit I*. The amendments by which property was annexed are set forth in attached *Exhibit II*.

C. Association is the association of owners formed pursuant to the Declaration and incorporated April 5, 1977 as a nonprofit corporation under Oregon law.

D. The Association is currently governed by Bylaws of Little Whale Cove Homeowners Association, Inc., as amended by Amendment to Bylaws recorded October 14, 1997 in Book 345, Page 1138 Records of Lincoln County, Oregon. Restated Bylaws are being recorded concurrently with this 2007 Restated Declaration.

E. Little Whale Cove is subject to Declaration of Merger of Little Whale Condominium Owner’s Association into Little Whale Cove Homeowner’s Association recorded June 3, 1999 in Book 382, Page 1901, Records of Lincoln County, Oregon. This 2007 Restated Declaration does not include any provisions of the recorded document.

F. As of January 1, 2002, Little Whale Cove is a Class I Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572.

G. ORS 94.590(6) permits a board of directors, upon the adoption of a resolution, to cause a restated declaration to be prepared, executed and recorded to codify individual amendments that have been adopted in accordance with ORS 94.590 without further approval of owners.

H. By resolution adopted _____, 2007, in accordance with ORS 94.590(6), the Board of Directors voted to cause the Declaration to be restated to codify the amendments set forth in attached *Exhibit III* and to cause 2007 Restated Declaration to be executed and recorded as provided in ORS 94.590(6).

NOW, THEREFORE, pursuant to ORS 94.590(6), the Board of Directors hereby restates the Declaration to codify the amendments set forth in attached *Exhibit III*. The Declaration is hereby restated to read as follows:

PREAMBLE

Developer hereby declares that all of the real property described herein, in Lincoln County, Oregon is and shall be held, sold and conveyed on and subject to the conditions, restrictions, covenants, easements, reservations and regulations hereinafter set forth, all of which shall run with the land and shall be binding upon all persons having or acquiring any right, title or interest in and to said property, and all persons claiming under them, and shall inure to the benefit of and be limitations upon all future owners of said property or of any interest therein.

ARTICLE 1 **DEFINITIONS**

As used in this Declaration the terms set forth below shall have the following meanings:

1.1 Association means the nonprofit corporation to be formed to serve as the Homeowners Association as provided in Article IV hereof and its successors and assigns.

1.2 Developer means HALVORSON-MASON CORPORATION and its successors and assigns.

1.3 Improvement means every building of any kind, fence, wall, driveway, sewage facility or other product of construction efforts on or in respect of land.

1.4 Initial Development means the property described in Section 2.1 below.

1.5 Owner means the person or persons (including Developer except where otherwise expressly provided) holding the beneficial owner of a parcel or a residential unit. The rights, obligations and other status of being an owner commence upon acquisition of the beneficial ownership of a parcel or residential unit and terminate upon disposition of such ownership, but termination of ownership shall not discharge an owner from obligations incurred prior to said termination. Each owner holds membership in the Homeowners Association, except, however for those having merely a security interest for the performance of an obligation.

1.6 Parcel means the area reserved for a single family residential unit within Little Whale

Cove prior to the construction of a residential unit thereon.

1.7 Residential Unit means a completed residential unit within Little Whale Cove, including completed homes on parcels and condominium units. Residential dwelling units within the ancillary buildings (Tract “D”) shall not be included within this definition of residential units unless and until Tract “D” is annexed to the Project.

1.8 The Project means Little Whale Cove.

1.9 Sold means that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.

1.10 Little Whale Cove means the land described in Article II hereof, including the initial development and any property annexed thereto as provided in Section 2.2.

1.11 Member means and refers to every person or entity who holds nonvoting membership in an association established hereunder.

1.12 Voting Interest means the right to cast one or more votes in accordance with Section 4.2 of this Declaration.

1.13 Undivided Interest means the percentage interest in the common areas attributable to each residential unit or parcel. To the extent that any common areas or private ways are not owned by the Homeowners Association, each residential unit or parcel shall share the same percentage interest in the Project common areas equally with all other residential units or parcels within the Project. The percentage shall be automatically adjusted from time to time to take account of changes in the number of residential units or parcels, and in the amount of common area.

ARTICLE II

PROPERTY SUBJECT TO THESE COVENANTS

2.1 Initial Development - Developer hereby declares that all of the real property described below is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration:

See Legal Description Attached as **Exhibit “A.”** Such described real property, together with other real property from time to time annexed thereto and made subject to this Declaration pursuant to Section 2.2, shall constitute Little Whale Cove.

2.2 Annexation of Subsequent Developments - Developer may from time to time and in its sole discretion annex to Little Whale Cove any adjacent real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to Little Whale Cove. The annexation of any adjacent real property shall be accomplished as follows:

2.2.1 The holder or holders of such real property shall record a Declaration which shall be executed by and bear the approval of Developer and shall, among other things, describe the real property to be annexed, establish any additional or different limitations, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2.2 The property included by any such annexation shall thereby become a part of Little Whale Cove, the Declaration with respect thereto shall become a part of this Declaration, and the Developer and the Association shall have and accept and exercise administration of this Declaration with respect to such property.

2.2.3 Notwithstanding any provision apparently to the contrary, a Declaration with respect to any annexed area may:

2.2.3.1 Establish such new land classifications and such limitations, restrictions, covenants and conditions with respect thereto as Developer may deem to be appropriate for the development of the annexed property.

2.2.3.2 With respect to existing land classifications, establish such additional or different limitations, restrictions, covenants and conditions with respect thereto as Developer may deem to be appropriate for the development of such annexed property.

2.2.4 Upon any annexation, the proportional undivided ownership in general common areas attributable to each parcel shall be equitably adjusted on a pro-rata basis.

2.2.5 Document recorded February 24, 1999 in Book 376, Page 1308 annexing Little Whale Cove No. 6 to Little Whale Cove provides that except as set forth in the document, the property shall be subject to the same limitations, restrictions, covenants and conditions which are applicable to other property in Little Whale Cove, and declares that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration, as previously amended, and as set forth in the document. It further provides:

To the extent the rights, terms and conditions set forth herein are inconsistent with the Declaration as previously amended and any rules thereunder, the rights, terms and conditions provided for herein shall supercede any and all such inconsistent provisions contained in the Declaration as previously amended or the rules thereunder.

2.3 Future Development - Developer expressly reserves the right on behalf of itself and its successors and assigns to develop the enumerated tracts on the plat filed herewith in the following manner:

2.3.1 Tract “C” is reserved for the development of up to 75 condominium units.

2.3.2 Tract “D” is reserved for the development of ancillary buildings which may contain not more than 12 rental residential units. The residents or occupants of such units shall not be entitled to the enjoyment of any of the common areas; provided, however, that Developer shall have the right to annex Tract “D” to Little Whale Cove and subject Tract “D” to this Declaration. In the event Tract “D” is annexed, the ratio of undivided ownership attributable to each parcel and residential unit shall be equally adjusted on a pro-rata basis.

2.3.3 Tract “E” is reserved for a gatehouse and maintenance building.

2.3.4 Tract “F” is reserved for a recreation area.

2.3.5 Tract “G” of Little Whale Cove No. 2 is reserved for development of up to 25 condominium units.

2.3.6 Tract “H” of Little Whale Cove No. 3 is reserved for development of up to 34 single family units.

2.3.7 Tract “J” is reserved for a private driveway to Lots 156 and 157 and Tract “K” is reserved for a private driveway to Lots 151 and 152.

2.4 Additional Private Ways - Developer reserves the right in the event of any annexation, or if otherwise deemed desirable by Developer, to provide additional private ways or maintenance areas across common areas.

III

LAND CLASSIFICATIONS AND PROPERTY RIGHTS

3.1 Initial Development - All land within the Initial Development of the Project is included in one or another of the following classifications:

3.1.1 “Private Areas” means parcels and residential units in Little Whale Cove.

3.1.2 “General Common Areas” means all areas which are so designated on the said plat as Tract “B” and which are intended for the common use and enjoyment of owners, but are not private ways or private areas.

3.1.3 “Private Ways” means the ways of ingress and egress so designated on the said plat as Tract “A.”

3.2 Additional Land Classifications - Additional land classifications may hereafter be established in annexed areas as provided in Article II.

3.3 Private Areas - The owner of a private area in the Project shall be entitled to the exclusive use and benefit of such private area, except as otherwise expressly provided herein, but said parcel shall be bound by and the owner thereof shall comply with the following and all other provisions of this Declaration for the mutual benefit of all owners of property within the Project:

3.3.1 Maintenance - Each owner shall maintain the grounds and improvements of his parcel in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

3.3.2 Appearance - Each owner shall keep any garbage, trash and other refuse on his parcel in covered containers, and shall keep such containers and any fuel tanks, clothes lines and other service facilities screened from the view of the neighboring parcels and common areas in a manner approved by the Architectural Committee.

3.3.3 Residential Use - Private areas shall be used exclusively for residential purposes, and no commercial activity shall be carried on in a private area, except that nothing herein shall be construed as preventing Developer or its agents from constructing and exhibiting specification residences on any unsold parcel.

3.3.4 Single Dwelling - Except as otherwise specifically delineated on the plat, no parcel shall be improved with more than one single family dwelling, except that a detached guest house may also be constructed on each of Parcels 8, 24, 41, 46, 52 and 64 if so desired by the owner.

Developer reserves the right to permit similar guest house construction on no more than ten percent (10%) of future platted parcels which are annexed to the Project after the recording of this Declaration. Developer designates that a detached guest house may be constructed on each of lots 88, 98, 100, 101, 105, 130, 137, 143, 144, 156, 157 and 185. Developer may cumulate unused or fractional entitlement to permit guest house construction, so as to permit the full use of such reserved entitlement in connection with subsequent annexations.

3.3.5 Offensive Activities - No noxious or offensive activity shall be carried on in a private area, nor shall anything be done or placed upon any parcel which interferes with or jeopardizes enjoyment of other parcels or common areas within the Project.

3.3.6 Animals - No animals or fowls of any kind shall be raised, kept or permitted within private areas other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to others. Pets shall be kept on leashes. The Association shall, in its sole discretion, promulgate regulations regarding animal nuisances.

3.3.7 Signs -

3.3.7.1 No sign shall be placed or kept on any parcel or residential unit other than to identify the owner or advertise that his parcel or residential unit is for sale or for rent. There

shall be no more than one sign for each such purpose, and no sign shall be larger than five square feet. All signs shall be subject to prior approval by the Architectural Committee.

3.3.7.2 Notwithstanding Section 3.3.7.1 of the Declaration as amended, the Developer may place signs on common areas, private ways, lots, parcels or residential units of Little Whale Cove as Developer deems necessary or appropriate to advertise or promote lots, parcels, or residential units for sale.

3.3.8 Exterior Lighting or Noise-Making Devices - Except for burglar alarms approved by the Architectural Committee, no exterior lighting or noise-making device shall be installed or maintained on a private area, except with the consent of the Architectural Committee.

3.3.9 Trailers and Campers - No trailer or truck camper shall be placed or kept on any parcel so as to be visible from any other parcel. Any structure to house such vehicle shall be subject to prior approval by the Architectural Committee.

3.3.10 Vegetation - No trees, shrubs or other vegetation shall be removed from a private area, and no trees, shrubs or other vegetation shall be planted on a private area except as permitted by the Architectural Committee Rules.

3.3.11 Fires - No exterior fires shall be permitted in private areas other than barbecue fires contained within receptacles therefor, except for such other fires as may from time to time be permitted by the Association's rules.

3.3.12 Utility Charges - Sewer and utility charges shall be paid directly to the utility or appropriate service district by the parcel owner. Sewer hook-up fees shall be paid directly to the appropriate service district or, at the discretion of Developer, shall be paid directly to the Developer at the Developer's cost.

3.3.13 Utility Easements -

3.3.13.1 A five foot utility easement, on all sides of each parcel is hereby reserved. Provided, however, that Developer reserves the right to change, delete, move or remove any such easement when not required for utility purposes. Provided, further, that:

(a) There shall be no utility easement along the western property line of Lot 60 (common boundary between Lot 59 and Lot 60).

(b) The five foot utility easement, on all sides of each parcel, reserved in this Section 3.3.13 is removed and does not apply to Little Whale Cove No. 5.

3.3.13.2 Other reservations and restrictions affecting the development imposed by document recorded August 2, 1995 in Book 303, Page 1841, Records of Lincoln County, Oregon are:

(a) An easement over all private ways (roadways), and common areas (property other than private lots) of Little Whale Cove for the installation and maintenance of power, water, and other utility services, for vehicular access and for the construction, maintenance and use of the recreational facilities.

(b) A non-exclusive easement for property owners and invitees use of private ways for travel.

3.3.13.3 Other reservations and restrictions affecting the development imposed by document recorded February 24, 1999 in Book 376, Page 1308, Records of Lincoln County, Oregon are:

(a) An easement over all private ways (roadways), and common areas (property other than private lots) of Little Whale Cove for the installation and maintenance of power, water, and other utility services, for vehicular access and for the construction, maintenance and use of the recreational facilities.

(b) Developer or the owner of any parcel or residential unit shall have a nonexclusive easement to use the private ways now or hereafter established within Little Whale Cove for access, including all modes of travel, but not limited to pedestrian, non-motorized conveyance and motor vehicles. Guests or invitees of the Developer or owner shall be permitted to use the private ways for ingress and egress to the same extent as Developer or owner.

3.3.14 Governmental Regulations - Any regulations, restrictions or conditions legally imposed by any governmental agency and applicable to Little Whale Cove shall at all times be respected and observed.

3.3.15 Restrictions on Ownership - No parcel, residential unit, or condominium unit in Phase 1, Phase 2, Phase 3, Phase 4, Phase 5 or Phase 6 may be owned by more than one person or other entity without the approval of the Board of Directors of the Homeowners Association, except as follows:

3.3.15.1 Two domestic partners may jointly own a parcel or residential unit.

3.3.15.2 The Developer may be comprised of any form of business entity and, as such, may jointly own a parcel, residential unit or condominium unit and may convey its right, title and interest to such property to any form of business entity;

3.3.15.3 The parcel, residential unit or condominium unit of a deceased owner may pass to more than one person upon his or her death; provided, however, that no later than six (6) months from the latter of:

(a) The date of the deceased owner's death, or

(b) The close of the administration of the deceased owner's estate.

3.3.15.4 The deceased owner's parcel, residential unit or condominium unit must be owned by only one person or other entity, except as otherwise provided in this section.

3.3.16 Rental Restrictions - The owner of a private area or unit shall not let or sublet or rent their residence or unit for a period of less than thirty (30) consecutive days to a tenant or lessee.

3.4 Architectural Committee - No owner shall construct, reconstruct, alter, refinish or maintain any improvement upon, under or above any parcel or residential unit, or make any excavation or fill on a parcel or residential unit, or make any change in the natural or existing surface drainage of a parcel or residential unit, or install any utility line, outside antenna or other outside wire, unless the owner has first obtained the consent thereto of the Architectural Committee.

Any such activities (hereafter referred to as "work") which are visible from any other parcel or common area within the Project shall, after being approved by the Architectural Committee, be completed within one (1) year after commencement of construction thereof unless the owner applies for and obtains the consent of the Architectural Committee to an extension of the construction period. In all cases in which an Architectural Committee consent is required by these Covenants, the following provisions shall apply:

3.4.1 Major Construction - In the case of initial or substantial additional construction of a dwelling, the owner shall first give the Architectural Committee notice of his intentions. Thereafter the owner shall proceed to prepare and submit to the Architectural Committee such plans and specifications for the proposed work as the committee may require. Material required by the committee may include, but not necessarily be limited to, the following:

3.4.1.1 A plot plan including contours, location of existing trees, plants and other significant natural features, grading and drainage plan, proposed removal of trees, landscaping plan, location of utility installations and location of all improvements;

3.4.1.2 Working drawings and specifications for all construction;

3.4.1.3 Drawings showing elevations, exterior materials and exterior color scheme of all improvements.

3.4.2 Minor Work - In the case of minor additions or remodeling, change of existing exterior color scheme or exterior material, removal or planting of trees, shrubs or other vegetation, or any other work not referred to in paragraph 3.4.1 above, the owner shall submit to the Architectural Committee such plans and specifications for the proposed work as the committee determines to be necessary to enable it to evaluate the proposal. The Architectural Committee shall render its decision

with respect to the proposal within 15 days after it has received all material required by it with respect thereto.

3.4.3 Architectural Committee Discretion - The Architectural Committee may in its sole discretion withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular parcel or incompatible with the high design standards that Developer intends for the Project. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parcels or dwelling units within the Project or other effect on the enjoyment of other parcels, residential units or common areas, disturbance of existing terrain and vegetation, and any other factors which the Architectural Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3.4.4 Failure to Act - In the event the Architectural Committee fails to render its decision with respect to any proposed work within the time limits set forth below, the committee shall conclusively be deemed to have consented to the proposal.

3.4.5 Effective Period of Consent - Architectural Committee consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Architectural Committee.

3.4.6 Notice on Completion - Promptly after completion of any work the owner shall give written notice of completion to the Architectural Committee. The committee shall, within 30 days after receipt of such notice, inspect the completed work and give written notice to the owner of any respect in which the completed work fails to conform to the plans and specifications therefor as consented to by the Architectural Committee.

The Architectural Committee shall specify in such notice a reasonable period, not less than 30 days, in which the owner may remedy the nonconformance. In the event a notice of noncompliance and requirement of cure is not given within such 30-day period, the committee shall conclusively be deemed to have consented to the work as completed.

3.4.7 Members - The Architectural Committee shall consist of three (3) persons who shall be chosen by the Board of Directors of the Homeowners Association.

3.4.8 Action - Except as otherwise provided herein, any two members of the Architectural Committee shall have power to act on behalf of the committee, without the necessity of consulting the remaining members of the committee. The committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

3.4.9 Failure to Function - If at any time the Architectural Committee shall for any reason fail to function, the Developer or Board of Directors of the Homeowners Association shall have complete authority to serve as a pro tem Architectural Committee.

3.4.10 Duties and Rules - The Architectural Committee shall consider and act upon all matters properly submitted to it pursuant to this Declaration. In furtherance of this function, the Architectural Committee may by unanimous vote, from time to time and by its sole discretion, adopt, amend and repeal rules and regulations to be known as “Architectural Committee Rules” to establish its operating procedures and interpret, detail and implement this Declaration.

Such rules may provide, among other things, for a reasonable fee not to exceed \$100 per application to be paid to the Architectural Committee to defray its costs incurred in considering and acting upon matters submitted to it.

A current copy of such rules shall be kept on file at the principal office of Developer or the Association at all times. Such rules shall have the same force and effect as if set forth herein as a part of this Declaration.

3.4.11 Nonwaiver - Consent by the Architectural Committee to any matter proposed to it and within its jurisdiction under this Declaration shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

3.4.12 Estoppel Certificate - Within 30 days after written demand therefor by any owner, the Architectural Committee shall execute and deliver to the owner an estoppel certificate certifying with respect to the property of such owner that, as of the date of the certificate, either

3.4.12.1 All improvements and other work upon said property comply with this Declaration; or

3.4.12.2 Such improvements and/or work do not so comply for reasons specified in the certificate.

Any purchaser or mortgagee of property within the Project may rely on such certificate with respect to the matters therein set forth, such matters being conclusive against Developer, the Association, and all owners of property in the Project.

3.4.13 Liability - Neither the Architectural Committee nor any member thereof shall be liable to any owner, the Association or Developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by such member, acted in good faith.

3.4.14 Esthetic Consideration - The Architectural Committee shall be bound by reasonable standards of esthetics and good taste consistent with the development of Little Whale Cove, and shall be mindful of protecting the environment as well as the property values of Little Whale Cove.

3.4.15 Adjustments - The Architectural Committee shall be empowered to make minor adjustments to any parcel or tract dimensions by adding such dimensions from adjacent common areas to enhance aesthetic, environmental or economic viability of any parcel. The Architectural Committee shall have specific authority to shift the location of Parcels 1 through 8 and 67 through 70, or any tract in any direction not to exceed 50 feet.

3.5 Condominium Design - The Architectural Committee shall have no jurisdiction whatsoever over the initial design and construction of condominium units, if any, but shall have jurisdiction over any subsequent additions to constructed condominium units.

ARTICLE IV
LITTLE WHALE COVE HOMEOWNERS' ASSOCIATION

Developer shall organize an association of all of the owners of property within Little Whale Cove, including parcels and residential units. Such association, its successors and assigns (“The Homeowners Association”) shall be organized under the name “Little Whale Cove Homeowners Association,” or a name similar thereto, and shall have property, powers and obligations as set forth in this Declaration for the benefit of Little Whale Cove and all owners of property located therein.

4.1 Organization - Developer shall within five (5) years after the recording of this Declaration organize the Homeowners Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. The Articles of Incorporation of the Homeowners Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name.

In that event all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association.

To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Homeowners Association as if they had been made to constitute the governing documents of the unincorporated association. In the event of an inadvertent dissolution, the Association’s Board of Directors shall immediately thereafter cause the corporation to be reinstated. During such reinstatement period, the Board of Directors shall hold all Association property in trust for the reinstated corporation.

4.2 Membership; Voting - Every owner of one or more parcels or residential units within Little Whale Cove shall, immediately upon creation of the Homeowners Association and thereafter during the entire period of such owner’s ownership of one or more parcels within Little Whale Cove, be a member of the Homeowners Association.

Such membership shall commence, exist and continue solely and simply by virtue of

such ownership, shall expire automatically upon termination of such ownership; provided, however, that the Developer shall remain a member of the Homeowners Association so long as there are parcels upon which a residential unit has not been completed. Membership need not be confirmed or evidenced by any certificate or acceptance of membership.

Each owner shall have one vote on all matters submitted to the membership of the Homeowners Association for each parcel or residential unit owned by such owner within Little Whale Cove. In addition, the Developer shall be entitled to cast one (1) vote for each parcel not owned by the Developer upon which a residential unit has not been completed; provided, however, that in no event shall the Developer be entitled to cast more than forty-nine percent (49%) of the total number of votes entitled to be cast under this section.

The Articles of Incorporation and Bylaws shall provide that the affairs of the Homeowners Association shall be conducted by a board of directors consisting of five (5) members.

4.3 Delegation by Developer - Developer may at any time and from time to time delegate, convey or otherwise assign to the Homeowners Association Developer's interest or the undivided owner's interest in the private ways and common areas within the Little Whale Cove and the powers and obligations of Developer pursuant to this Declaration. It is anticipated that the Association will own all private ways and common areas and that there will be no undivided interest in such common areas attributable to any owner.

Such delegations, conveyances or other assignments may grant to the Homeowners Association authority which is exclusive or which is concurrent with Developer, and may be made in general terms or with reference to specific items. If specific delegations, conveyances or other assignments are made, they shall cover only those items which are expressly described therein; provided, however, that correlative powers and obligations shall be treated together.

The timing and manner of such delegations, conveyances or other assignments shall be solely within the discretion of Developer; provided, however, that Developer shall complete the delegation, conveyance or other assignment of all of its interest in the private ways and common areas within Little Whale Cove and all of Developer's powers and obligations under this Declaration with respect to Little Whale Cove within ten (10) years after this Declaration is recorded.

The responsibility of Developer under this Declaration with respect to any property, powers or obligations shall cease upon the exclusive conveyance, delegation or other assignment thereof to the Homeowners Association. Any delegation pursuant to this section shall be in writing, executed by the Developer and properly recorded if necessary.

4.4 Powers and Obligations - The Homeowners Association shall have, exercise and perform all of the following powers and obligations:

4.4.1 The powers and obligations granted directly to the Homeowners Association by this Declaration, or granted by such covenants to the Developer and in turn delegated, conveyed or otherwise assigned by the Developer to the Association.

4.4.2 The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.

4.4.3 Any additional or different powers and obligations necessary or desirable for the purposes of carrying out the functions of the Homeowners Association pursuant to this Declaration or otherwise promoting the general benefit of owners of property within Little Whale Cove.

The powers and obligations of the Homeowners Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance therewith or by changes in the Articles of Incorporation or Bylaws of the Homeowners Association made in accordance with such instruments and the nonprofit corporation laws of the State of Oregon.

4.5 Capital Improvements Assessments; Conveyance - The Homeowners Association may elect to purchase, construct or otherwise acquire additional equipment, facilities or other capital improvements for the general use and benefit of all the members of the Association and for that purpose may impose a special assessment to be called a "Capital Improvement Assessment." Any such assessment shall be levied against all of the parcels and residential units within the Project, equally or in proportion to the assessed value thereof for ad valorem tax purposes, as the Homeowners Association may determine at that time.

The Association shall be empowered to convey any private way or common area or portion thereof to a duly constituted municipal corporation organized as a recreation district or other worthwhile purpose. Any action by the Homeowners Association pursuant to this section shall be effective only if approved by the vote or written consent of owners owning not less than seventy-five percent (75%) of the parcels and residential units within Little Whale Cove subject to such assessment.

4.6 Liability - Neither the Homeowners Association nor any officer or member of its Board of Directors shall be liable to any owner or to Developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Homeowners Association, its Board of Directors or any member of its Board of Directors provided only that the Board member has in accordance with the actual knowledge possessed by him acted in good faith.

ARTICLE V

LITTLE WHALE COVE CONDOMINIUMS

5.1 Future Condominiums -

5.1.1 Developer expressly reserves the right to annex contiguous property to Little Whale Cove, and subject such additional property to unit ownership in the manner provided by ORS 91.505 through 91.675 as such statutes now exist or may be amended. Such annexation, if any, shall be accomplished in accordance with Section 2.2 of this Declaration.

5.1.2 Developer converts six Pine condominium pads to six zero lot line single

family residences. The future single family residences will have the same general appearance as the existing Pine Condominiums.

5.2 Condominium Owners' Association - In such event, Developer shall form, using a format similar to that used in creating the Homeowners Association, a Condominium Owners' Association. It shall be named "Little Whale Cove Condominium Owners' Association" or a name similar thereto. Among other functions, the Condominium Owners' Association will be responsible for maintaining the exterior portions of the condominium units.

Upon the Condominium Homeowners Association incurring expense for maintenance, the Association shall notify the owner of the condominium whose exterior has been maintained of the charge thereof, and if the charge is not paid, the amount of such charges shall be registered as a lien upon the said owner's property, together with the cost of perfecting the lien.

All condominium owners shall be voting members of both the Homeowners Association and the Condominium Owners' Association.

5.3 Design of Condominiums - Any provision in this Declaration to the contrary notwithstanding, Developer expressly reserves to itself the right to design and construct all condominium units.

5.4 Jurisdiction - The Condominium Owners' Association shall have jurisdiction only over the condominiums. Any conflict over jurisdiction between the Condominium Owners' Association and the Homeowners Association shall be resolved in favor of the Homeowners Association.

5.5 Delegation - The Condominium Owners' Association may contract with the Homeowners Association for the purpose of performing any or all function or functions otherwise to be performed by the Condominium Owners' Association. Upon the completion of the development of Little Whale Cove, it is anticipated that the Condominium Owners' Association and the Homeowners Association may merge.

ARTICLE VI **COMMON AREAS AND PRIVATE WAYS**

Developer, the owners of parcels and residential units within Little Whale Cove and their respective invitees shall be entitled to the exclusive use and benefit of the private ways and common areas within the Project, subject to the following and all other provisions of this Declaration.

6.1 Easements Reserved - Developer reserves to itself for the benefit of Developer, the Association, and all owners of parcels and residential units with Little Whale Cove an easement on all private ways and common areas for installation and maintenance of power, water and other utility services, for vehicular access with Little Whale Cove and to adjacent areas, and for construction,

maintenance and use of recreational facilities.

Developer or the Association may grant or assign such easements to municipalities or other utilities performing such utility services and may grant free access to police, fire and other public officials and to employees of utility companies serving Little Whale Cove. In addition, Developer may grant to any adjoining owner or the owners' invitees easements to use the private ways for access to and from such landowner's property.

6.2 Use of Common Areas - The use of common areas shall be strictly limited to recreational activities which do not harm or otherwise disturb the natural setting of the areas or the trees or other vegetation thereon, except as Developer or the Architectural Committee may otherwise specifically permit, and except as provided in Section 3.4.15, the common areas shall not be platted or otherwise divided into parcels for residential use.

Motorcycles and other motor vehicles shall not be permitted on any common areas other than driveways, and designated parking areas; such use shall be controlled by the Association. Developer reserves the right to develop limited portions of the common areas with recreational, maintenance, or other facilities which Developer deems to be beneficial to owners of parcels and residential units within the Project.

6.3 Use of Private Ways - Each owner of a parcel or a residential unit within Little Whale Cove shall have a nonexclusive easement to use the private ways now or hereafter established within Little Whale Cove for the purpose of walking thereon or traveling thereon by bicycle or motor vehicle.

Owners of parcels or residential units within Little Whale Cove may permit their guests and invitees to use the private ways for the purpose herein specified, and the easement granted to each owner shall be appurtenant to and assignable with the parcel in respect of which it is granted. Such easement shall not otherwise be assignable by owners; but Developer may hereafter in its discretion dedicate such ways to the public, and Developer or the Association may grant easements or access thereon to the extent provided in Section 6.1.

6.4 Project Rules - In the exercise of its powers and performance of its obligations pursuant to this Declaration, the Association, or the Developer with the approval of the Board of Directors of the Association, may from time to time in its sole discretion adopt, amend and repeal rules and regulations to be known as the "Little Whale Cove Rules" to provide for the use and maintenance of private ways, common areas and other facilities within Little Whale Cove; and to provide for services for the general benefit of all owners.

Such rules may provide, among other things, for speed and other traffic controls, safety patrol, trash disposal and reasonable fines and other penalties for violation of the Rules. A current copy of such Rules shall be kept on file at the principal office of the Association at all times.

Such rules shall have the same force and effect as if set forth herein as a part of this Declaration.

6.5 Water Supply - Developer may dedicate wells for the water supply to the Depoe Bay Water District, and may dedicate an area not to exceed 3,000 square feet from the common areas surrounding said wells for access thereto.

6.6 Use Fees - The Association or the Developer, with approval of the Association Board of Directors, may establish fees to defray the operating costs of project recreational activities. Such fees shall be in addition to any other assessment.

ARTICLE VII

MAINTENANCE: ASSESSMENTS AND FUND

7.1 Maintenance - Developer shall maintain, or provide for the maintenance of, the private ways and common areas and all improvements thereon of whatever kind for whatever purpose. Developer may delegate or otherwise assign its obligation of maintenance to the Association.

7.2 Maintenance Assessment - The Association shall assess and collect from every owner, and every owner shall pay to the Association a monthly maintenance assessment of \$20.00 per parcel or residential unit. The annual assessment shall commence on July 1 of the year in which sales of parcels or residential units commence unless deferred by the Association.

Annual assessments shall be payable in a lump sum with a three percent (3%) discount on or before August 1 or at a rate of \$20.00 per month on or before the first day of each month, commencing with August 1. Maintenance assessment shall be made with respect to parcels or residential units as to which Developer is owner.

The Association shall place all amounts received as maintenance assessments hereunder in the maintenance fund to be established as provided herein.

7.3 Maintenance Fund - The Association shall keep all funds received by it as maintenance assessments, together with any other funds received by it pursuant to this Declaration which are by the terms hereof to be deposited in the maintenance fund, separate and apart from its other funds in an account to be know as the "Maintenance Fund," and shall use such fund only for the following purposes:

7.3.1 Payment of the cost of maintaining private ways serving Little Whale Cove, entrance and other signs, common areas, recreational facilities for the general benefit of all owners of property within Little Whale Cove, and other facilities designed to serve the general benefit of such owners.

7.3.2 Payment of the cost of providing patrol service; and garbage and trash disposal for common areas.

7.3.3 Payment of the cost of insurance, including insurance protecting Developer,

the Architectural Committee and the Association against liability arising out of their functions and activities in the administration of this Declaration.

7.3.4 Payment of the cost of enforcing this Declaration.

7.3.5 Payment of the cost of other services which Developer or the Association deems to be of general benefit to owners of property within Little Whale Cove, for which the Homeowners Association may become obligated.

7.4 Adjustments - In the event the Association deems the Maintenance Fund to be inadequate or excessive for the purposes set forth above, taking into account the need for reasonable reserves for such purposes, the annual maintenance assessment provided for by Section 7.2 may be increased or decreased on a uniform basis.

7.5 Disposition Fees - Developer or the affected Association may establish a fee for the disposition of any parcel within Little Whale Cove.

7.6 Condominiums - All condominium owners shall be liable for all fees and assessments, including Homeowners Association dues. No assessment or dues shall accrue against condominium units unless and until such units are constructed and annexed to Little Whale Cove in accordance with Section 2.2 hereof.

ARTICLE VIII **ENFORCEMENT**

8.1 Use of Common Area and Facilities - In the event any owner shall violate any provisions of this Declaration or the Little Whale Cove Rules relating to the use of private ways, common areas or common facilities, Developer or the Association may impose upon such owner a fine not to exceed \$25 for each such violation.

Such fine shall become payable upon delivery by Developer or the Association to the owner of notice thereof, and shall be paid into the Maintenance Fund.

8.2 Violation of the Restrictions and Non-qualifying Improvements - In the event any owner constructs or permits to be constructed on his parcel or residential unit an improvement contrary to the provisions of this Declaration, the designated agent or agents of the Homeowners Association may, no sooner than sixty (60) days after delivery to such owner of written notice of the violation, enter upon the offending parcel or residential unit and remove the cause of such violation, or alter, repair or change the item which is in violation of such covenants in such manner as to make it conform thereto.

The Association may charge such owner for the entire cost of the work done by the Association's agent or agents pursuant to this section. Such amount shall be payable upon delivery by the Association to the owner of notice of the amount due, and shall be paid into the Maintenance Fund to the extent that the costs being reimbursed were paid out of the Maintenance Fund.

8.3 Landscape - In the event any owner fails to comply with the provisions of this Declaration limiting removal of trees and shrubs, the Association may impose on such owner a fine in an amount not exceeding \$25.00 for each shrub removed in violation such covenant and not to exceed \$25.00 per inch of the diameter of the stump of each tree removed in violation of such covenants.

The Association, or its agent or agents, may also restore the original landscape insofar as is reasonably possible, and charge the owner for the entire cost involved in such restoration. Such fines and costs shall be payable upon delivery by the Association to the owner of notice of the amount thereof; fines shall be paid into the Maintenance fund to the extent that the amount being reimbursed was paid out of the Maintenance Fund.

8.4 Interest - Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the date due until paid at a rate three percentage points per annum above the prevailing Portland, Oregon prime commercial rate of interest at the time, but not to exceed the lawful rate of interest under the laws of the State of Oregon.

8.5 Default in Payment of Assessments and Fines - Each assessment or fine levied pursuant to this Declaration, including Associations' dues, shall be a separate, distinct and personal debt and obligation of the owner against whom the assessment or fine is levied. Sale or transfer of the parcel by the owner shall not release such owner from the personal liability imposed hereunder.

If the owner fails to pay such fine or assessment or any installment thereof when due, the owner shall be in default and the amount not paid (including installments not otherwise due if the Association elects that such installments be accelerated), together with interest, costs and attorneys' fees as elsewhere provided herein, shall become a lien upon the parcel or residential unit against which the sum is due upon recordation by the Association of a notice of lien.

Such liens shall be subordinate to the lien of any mortgage or deed of trust upon such parcel or parcels which was made in good faith and for value and which was recorded prior to recordation of the notice of lien. The Association may commence proceedings to foreclose any such lien at any time within one year following such recordation.

8.6 Expenses and Attorneys' Fees - In the event Developer or the Association shall bring any suit or action to enforce this Declaration, to collect any money due to them or either of them thereunder, or to foreclose a lien, the owner-defendant shall pay to the successful plaintiff all costs and expenses incurred by such plaintiff in connection with such suit or action, including a foreclosure title report and such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal thereof.

8.7 Nonexclusiveness and Accumulation of Remedies - An election by Developer or the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under such covenants.

The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Amendment and Repeal - This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of Little Whale Cove, may, at any time be amended or repealed as provided by the vote or written consent of owners owning not less than seventy-five percent (75%) of the voting rights of members of the Association as defined in Article IV, Section 4.2 hereof.

Any such amendment or repeal shall become effective only upon recordation of a certificate of the secretary or an assistant secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying the said amendment, amendments or repeal have been approved in the manner required therefor herein.

9.2 Duration - The terms of this Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within Little Whale Cove and the owners thereof for an initial period of 30 years commencing with the date on which this Declaration is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within Little Whale Cove and the owners thereof for successive additional periods of ten (10) years each.

The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of owners owning not less than seventy-five percent (75%) of the parcels and residential units within Little Whale Cove.

Any such termination shall become effective only if a certificate of the secretary or an assistant secretary of Developer or the Association, certifying that termination as of a specified termination date has been approved in the manner required therefor herein, is duly acknowledged and recorded, in Lincoln County, Oregon not less than one (1) year prior to the intended termination date.

9.3 Joint Owners - In any case in which two or more persons share the ownership of any parcel, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may

deliver written notice of such disagreement to Developer and the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

9.4 Lessees and Other Invitees - Lessees, invitees, contractors, family members and other persons entering Little Whale Cove under rights derived from an owner shall comply with all of the provisions of this Declaration regulating the owner's use, improvement or enjoyment of his parcel and other areas within Little Whale Cove. The owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the owner himself.

9.5 Construction; Severability; Number; Captions - This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

9.6 Notices and Other Document - Any notice or other document permitted or required hereunder may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited as certified or registered mail in the United States mail, with postage prepaid, addressed as follows:

If to Developer, the Architectural Committee or Association, PO Box 1449, Portland, Oregon 97207;

If to an owner, at the address given by him at the time of his purchase of a parcel or residential unit, or at his parcel or residential unit within Little Whale Cove.

The address of a party may be changed by him at any time by notice in writing delivered as provided herein.

9.7 Limitation of Liability of Developer - Neither Developer nor any officer or director thereof, shall be liable to any owner or the Association on account of any action or failure to act of Developer in performing its duties or rights hereunder, provided only that Developer has, in accordance with actual knowledge possessed by it, acted in good faith.

**LITTLE WHALE COVE HOMEOWNERS
ASSOCIATION, INC., an Oregon nonprofit corporation**

By: _____
Louis B. Schultze, Chairman

By: _____
Robert L. Anderson, Secretary

CERTIFICATION

The undersigned President and Secretary of Little Whale Cove Homeowners Associations, Inc., an Oregon nonprofit corporation, hereby certify that the 2007 Restated Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations Little Whale Cove includes all previously adopted amendments in effect and includes no other changes, except to correct scrivener's errors or to conform format and style.

LITTLE WHALE COVE HOMEOWNERS ASSOCIATION, INC., an Oregon non profit corporation

Louis B. Schultze, Chairman

Robert L. Anderson, Secretary

STATE OF OREGON)
) ss
County of Lincoln)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by Louis B. Schultze, Chairman, of Little Whale Cove Homeowners Association, Inc, an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss
County of Lincoln)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by Robert L. Anderson, Secretary, of Little Whale Cove Homeowners Association, Inc, an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT I
LITTLE WHALE COVE PROPERTY

Little Whale Cove No. 1 Lincoln County, Oregon, EXCEPT Tract D, Tract E and Tract F, as amended by Replat Lot 10 and Tract (B&C) of Little Whale Cove No. 1

Little Whale Cove No.1, Annex, Lincoln County, Oregon

Little Whale Cove No. 2, Lincoln County, Oregon

Little Whale Cove No. 3, Lincoln County, Oregon

Little Whale Cove No. 4, Lincoln County, Oregon

Little Whale Cove No. 5, Lincoln County, Oregon

Little Whale Cove No. 6, Lincoln County, Oregon

Little Whale Cove Condominiums created by the following documents recorded in the Records of Lincoln County, Oregon:

- Declaration of Unit Ownership Little Whale Cove Condominiums: Phase I recorded June 6, 1979 in Book 101, Page 636 and Plat of Little Whale Cove Condominiums Phase 1 recorded in Book C1, Page 28, Plat Records
- Supplemental Declaration of Unit Ownership Little Whale Cove Condominiums: Phase II recorded June 6, 1979 in Book 101, Page 716 and Plat of Little Whale Cove Condominiums Phase 2 in Book and Plat of Little Whale Cove No. 2 recorded June 9, 1979 in Book C1, Page 29, Plat Records.
- Supplemental Declaration of Unit Ownership Little Whale Cove Condominiums: Phase III recorded December 12, 1979 in Book 108, Page 491 and Plat of Little Whale Cove Condominiums Phase 3 in Book and recorded December 12, 1979 in Book C1, Page 35, Plat Records.
- Supplemental Declaration of Unit Ownership Little Whale Cove Condominiums: Phase IV recorded March 25, 1982 in Book 111, Page 877 and Plat of Little Whale Cove Condominiums Phase 4 recorded March 25, 1982 in Book C1, Page 39, Plat Records.
- Little Whale Cove Condominiums Phase V Supplemental Declaration of Unit Ownership recorded July 23, 1987 in Book 184, Page 40 and Plat of Little Whale Cove Condominiums Phase V recorded July 23, 1987 in Book C1, Page 87, Plat Records.

Innisfree Patio Home Condominium created by Declaration of Condominium Ownership for Innisfree Patio Home Condominium recorded November 6, 2003 as Document No. 2003-18991 and Plat of Innisfree Patio Home Condominium Stage 1, recorded November 6, 2003 in Book C1, Page 158, Records of Lincoln County Oregon, as the Declaration and Plat are supplemented pursuant to ORS 100.120.

EXHIBIT II
PROPERTY ANNEXED TO
LITTLE WHALE COVE

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove recorded March 21, 1978, in Book 85, Page 924, Record of Lincoln County Oregon annexing the following described property:

Little Whale Cove No.1 Annex and Little Whale Cove No. 2, Lincoln County, Oregon.

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove recorded March 21, 1978 in Book 85, Page 92 Records of Lincoln County, Oregon annexing the following described property:

Little Whale Cove No. 3, Lincoln County, Oregon

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove recorded December 13, 1994 in Book 292, Page 1356, Records of Lincoln County, Oregon annexing the following described property.

Little Whale Cove No. 4, Lincoln County, Oregon

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove recorded August 2, 1995 in Book 303, Page 1841, Records of Lincoln County, Oregon annexing the following described property:

Little Whale Cove No. 5, Lincoln County, Oregon

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove Affecting Little Whale Cove No. 6 recorded February 24, 1999 in Book 376, Page 1308, Records of Lincoln County, Oregon annexing the following described property:

Little Whale Cove No. 6, Lincoln County, Oregon

EXHIBIT III
AMENDMENTS TO DECLARATION

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove March 24, 1977 Book 73, Page 1190

Memorandum of Action of Board of Directors of Halvorson-Mason Corporation February 27, 1978 Book 84, Page 1404

Memorandum of Action of Board of Directors of Halvorson-Mason Corporation March 17, 1978 Book 85, Page 741

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove March 21, 1978 Book 85, Page 924

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove February 14, 1979 Book 97, Page 877

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove July 27, 1981 Book 125, Page 2293

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove September 3, 1982, Book 135, Page 538

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove December 13, 1994 Book 292, Page 1356

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove Affecting Phase No. IV December 13, 1994 Book 292, Page 1361

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove August 2, 1995 Book 303, Page 1841

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove Affecting Little Whale Cove No. 5 November 3, 1995 Book 308, Page 1082

Amended Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove Affecting Little Whale Cove No. 6 February 24, 1999 Book 376, Page 1308

EXHIBIT A

**DESCRIPTION OF PROPERTY TO WHICH
THE ATTACHED DECLARATION PERTAINS**

All of that certain property which is being subdivided and platted in connection herewith and entitled, "LITTLE WHALE COVE NO. 1," located in Section 7, 8, 17 and 18, Township 9 South, Range 11 West, Willamette Meridian in the City of DEPOE BAY, Lincoln County, Oregon, EXCEPTING therefrom, those certain tracts identified on said plat of LITTLE WHALE COVE NO. 1 as TRACT D, TRACT E and TRACT F.