



LITTLE WHALE COVE HOMEOWNERS ASSOCIATION COMMUNITY RULES

March 22, 2021

Revisions

June 24, 2021 – Suzanne Buller, Rev Dog Policy

August 12, 2022 – Suzanne Buller, Rev STR fines & policy

January 10, 2023 Revised Rentals & Facilities to accommodate OR Bill 2534

Table of Contents

Authority	1
Administrative Policy	1
Enforcement of Rules and Regulations	1
Fine Schedule	2
Hearing Procedure	3
Complaints	3
Association Dues	4
Noise	4
Rentals	5
Facilities	6
Residential Use	7
Signage	7
Trash / Recycling	7
Yard Waste	8
Pets	8
Parking	9
Speed Limit	10
Exterior Illumination	10
Holiday Decorations / Lighting	10
Fire	10
Landscaping	11
Home Improvements	11
Garage Sales	11
Home Selling Activity	11
Entrance Gate Access	11
LWC Walking Map	13

AUTHORITY TO ESTABLISH RULES AND REGULATIONS

The following rules and regulations have been formulated by the Little Whale Cove Board of Directors for the protection and general welfare of the community. These rules supplement the contents of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Association. Rules are adopted with authorities granted under ORS 94.630(a) and 94.777 and from Article 4.4.3 of the Revised and Restated Declaration (2007) and Articles 1.4, 1.5 and 7.5(b) of the Bylaws. These rules are also consistent with the meaning and intention of Articles 3.3, 3.4 and 3.5 of the Declaration, even if not explicitly stated.

The board wishes to foster a community of friendly neighbors who respect the rights of others. Compliance with certain rules and regulations is necessary to accomplish this in the community in which we live. No owner, resident or guest will be allowed to infringe on the rights of his/her neighbor. It is the responsibility of the board to enforce compliance with these rules in an equitable manner. Violations of these rules and regulations should be reported in writing to management. In certain cases, corroborating witnesses will be required, to substantiate action on the part of management.

ADMINISTRATIVE POLICIES

These rules restate and summarize previous rules statements in Resolution 2016-02. This document, as regularly modified, amended, and expanded will serve to provide a more comprehensive compilation of requested regulations and behaviors in the Little Whale Cove Association.

The Association encourages owner members to attempt an amicable resolution over conflicts directly, whenever possible. However, owners should never attempt to enforce a violation. Instead, a complaint should be filed with the Community Manager.

No owner or guest shall attempt to direct or assert control over employees of the Little Whale Cove Homeowners Association. Staff work at the direction of the Community Manager, and the Community Manager works at the direction of the Board of Directors.

ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the Homeowner, members of his or her family, invitees, licensee, tenants or lessees of such Owners. (Whenever the word "Owner" is used in this document, the word "tenant" shall also apply.)

THE STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS ARE AS FOLLOWS:

First Offense	Second Offense	Third Offense	Each Offense Thereafter
Warning Letter	\$50	\$100	Previous Fine doubles

Homeowners are responsible for their visitors, renters, contractors, guests, etc. Homeowners are responsible for anyone they let in the gate through the call box system, "piggy backers" or unintentional tailgaters. Any security incidents such as vandalism, home break-ins, or other

illicit activity attributed to homeowner granting of gate access, intentionally or unintentionally, will be at a fine 10x the standard fine schedule. No warning letter will be offered for any security violation. The first security violation will result in the first level of fine.

Security Fines and Incident Offenses

First Offense	Second Offense	Third Offense Thereafter
\$50 (10x if results in security incident)	\$100 (10x if results in security incident)	Previous fine doubles (10x if results in security incident)

Unpaid fines will bear interest at the rate of 1.5% per month or portion of a month, compounded monthly.

Changes and additions may be made as required. Fines are in addition to compensating costs, if incurred, by the association due to direct damage or repair needs caused by the offending owner in violation of community rules. An owner is responsible for the cost of repair or replacement of any common element damaged or destroyed by a member of the owner's family, household pet, guest, renter, contractor, servant, invitee, employee, or other authorized occupant or visitor of such Unit, and for violations of the Declaration, Bylaws or Rules and Regulations by such persons or pets.

BOARD DETERMINATION AND ASSESSMENT OF FINES:

Following testimony and any presented evidence, the Board has the discretion to re-evaluate its prior determination of the violation, the fine, the required resolution of the violation or any other matter which may result in resolution of the violation in open session and provide a written decision within 10 business days. The Board may also deliberate on the matter in closed executive session pursuant to ORS 94.640. The decision must be reached no later than five (5) business days after the hearing date.

All fines levied pursuant to this resolution shall be deemed assessments that are due and payable by the unit owner against whom such fines are levied. As with any assessment, fines are due the first of the following month and are subject to late fees, interest, referrals to collections and liens.

Additional Board Actions: In addition to levying fines, Board actions may include but are not limited to:

Seeking injunctive or declaratory relief against alleged offending owner – and tenants, guests, or other occupants of alleged offending owner – (that is, to legally compel the offending owner to immediately comply), and/or taking immediate legal action as the Board finds reasonably necessary, to stop conduct that it determines is in violation of governing documents or applicable state or federal law.

In rare cases, if the alleged offending owner fails to correct the violation, the Board may take additional corrective action without prior notice to the offending owner. The Board shall give written notice of any action taken. Owners shall be held responsible for the cost of any such additional corrective action as well as the necessary cost associated to enact and enforce the action.

Meditation: ORS 94.630(4)(a) provides for dispute resolution prior to litigation being initiated between the Association and any member of the Association. For purposes of this resolution, the dispute resolution requirements do not apply to the action so the Association in its enforcement responsibilities, as long as no litigation has been filed.

HEARING PROCEDURE:

In the event that an owner requests a hearing, the board will include a hearing as an agenda item on the next regularly scheduled Board of Directors meeting, as long as the request is received at least 5 business days prior to the next meeting. The board shall accept testimony, evidence and witnesses from complainant(s) and defendant(s), and render a decision, in writing, within 10 business days. The Board may also schedule a special meeting for this purpose, or convene to Executive Session, if the nature of offense makes it appropriate to do so.

Hearings are conducted in a manner as to protect both parties in an impartial manner. The burden of proof is on the complainant but defending parties may be asked to produce evidence and/or testimony to support their claims. Since hearings are conducted by lay-people, and not lawyers, a certain degree of informality and flexibility is always encouraged.

If the alleged offending owner fails to appear, the Board may:

- Conduct hearing without presence of the alleged offending owner.
- Allow the alleged offending owner additional time that day to appear.
- Reschedule the hearing to another date and time.
- Dismiss the hearing request and proceed with fines or other enforcement mechanism; or
- Dismiss the complaint.

In lieu of hearing, an owner may also submit a written explanation or excuse for the violation, and that written testimony can be considered by the Board at a Board Meeting, prior to a determination.

Fines are considered an assessment imposed on the offending owner's account and are posted upon determination of violation. Fines remain on the owner's assessment account until paid or until removed by the Board of Directors at a hearing, or otherwise, in accordance with above.

COMPLAINTS

Complaints, comments, or suggestions should be directed to the Community Manager, by phone, email, or in person; or made in writing to the Board of Directors, via the www.lwcha.org "contact us" page, or by regular mail to: Board of Directors, Little Whale Cove Homeowners Association, PO Box 49, Depoe Bay, OR 97341.

In case of emergency, please contact the Community Manager at 541-765-2489. For after-hours emergencies, call 541-270-2889.

These rules modify and replace any previously adopted version of rules, and in the case of contradiction, supersede any other resolution. A separate set of Architectural Rules also applies to all residents and is not replaced herein. Architecture rules can also be found at the LWC association website.

- **Complaint:** Complaints may be initiated by the Board, AC, CM or any Owner member. Owner complaints must be filed in writing and addressed to management. The Association encourages Owner members to attempt an amicable resolution directly with the offending party before any complaint is filed. However, please note that owners should not attempt to enforce violations on their own.
- **Investigation:** Management will initiate an investigation of violations and complaints as soon as possible, but always within 30 days of submission, to determine validity of complaint and/or compliance with the rules. The matter will always be directed and resolved by management, in full agreement from the Board, directly with the owner and subject of the complaint.
- **Notice of a Violation:** If the Board finds there has been a violation, the CM will provide a written Notice of Violation to the owner where the alleged offending party resides, including a timeframe for compliance, a citation of source authority, and explanation of rights to a hearing.
- **Hearing:** Once a Notice of a Violation has been received, an owner may request a hearing within 30 days. Please note that timing of a request for a hearing may be important due to board availability and statutory notice of meeting requirements.
- **Fines:** The schedule of fines is included and describes amounts, frequency of acts, specific security related concerns, and situational definition.

HOMEOWNER ASSOCIATION DUES

The Association's only source of operating income is from its annual maintenance fees. It is the obligation of every homeowner to pay the dues on time as prescribed either monthly or annually. Payments are due on the first day of the calendar year or month, respectively.

NOISE

Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb owners, tenants or occupants of other homes.

Homeowners are urged to exercise restraint in using noise-making tools and appliances between 5:00p.m. and 8:00a.m.

Barking dogs shall be controlled by the animal's owner. Complaints received by management regarding a barking dog will be subject to the noise violation policy.

A single owner's noise complaint can generate a warning, but never a fine. It takes two residents of different properties to verify a complaint regarding excessive noise.

LEASE OR RENTAL OF RESIDENCES

Homeowners are required to notify management of any rental activity of their unit before new renters arrive. A copy of the lease must be maintained with management at all times. Additionally, owners are encouraged to notify management if guests will be staying in their home for more than a week. All residents (homeowners and renters) must be registered with the Association. Residents can opt in or out of a directory published for all residents, but management for the Association must have names, phone number, email, and a description of their vehicle(s).

Homeowners who are renting their homes must acknowledge in writing their tenant fully understands the CC&Rs and has received a copy of the Rules and Regulations of the Homeowners Association. Homeowners are required to further acknowledge they (as a member of record of the Homeowners Association) will be held responsible for the actions of their tenants, including any penalty assessments for violations of the Rules and Regulations of the Association, as well as any costs for repairing damage to the common area or, other property caused by their tenants.

Owners must not share gate codes or gate keys/fobs with renters. Renters are required to obtain their own entry keys/fobs and codes from management. These will be unique to the renter's use and deactivated upon lease / rent termination.

The minimum term for any rental, in whole or in part, is 30 days (Declaration 3.3.16). Any rental must include the entire lot and all buildings on it. Individual guest houses may not be rented separately. Any owner found to be in violation of these rules will be subject to immediate fine(s) without warning or notice. In addition to fine schedule, a \$100 fee will be levied for each calendar day the owner is out of compliance. Owners are responsible for their tenants and their guests, and violations are enforced against the owner(s).

Homeowners are required to advise their renters on the use of LWC facilities and amenities, as well as these rules and regulations to follow during their rental period.

Your lease should address these matters of interest to the Homeowners Association: The right of the Association to enforce the governing documents and more specifically the rules and regulations against both Owner and Tenant. The Owner is responsible for supplying Tenant with a copy of these prior to signing of the lease and the Tenant **MUST** execute a lease information form that the Property Manager will provide.

The responsibility of both Owner and Tenant to maintain the grounds, common areas as well as private property, in keeping with the Association's Architectural and Grounds maintenance policies.

The liability of the Owner and Tenant for any damage to property and common areas owned by the Association.

The responsibility of Owner for all Homeowner dues and assessments, regardless of what arrangement Owner and Tenant may make between themselves for payment of these monies.

Any infraction of renter is the responsibility of the homeowner.

Fine Schedule for Lease and/or Rental of Residence(s):

Fine for renting or advertising home for less than 30 days (levied per calendar day)

First Offense	Second Offense	Third Offense Thereafter
\$250	\$500	Previous fine doubles (10x if results in security incident)

Fines for failure to provide LWC management with the lease agreement for new renters/lessees prior to tenant moving in, not registering tenant with management or failure of tenant to have their own gate codes, fob or gate cards (levied per calendar day):

First Offense	Second Offense	Third Offense Thereafter
\$50	\$100	Previous fine doubles (10x if results in security incident)

FACILITIES AND AMENITIES

Facilities and amenities are owned and maintained by the Association, for the benefit of all members, renters and their guests: Posted rules for use of the spa, swimming pool, tennis courts, exercise room, walking paths and private ways must be observed by all.

The Recreation Center's normal operating hours are 8:00am – 9:00pm, every day, 365 days a year (unless closed for repair or emergency). Residents must not attempt to remain in or enter the building after hours, except in an emergency.

During times declared as a statement of emergency or otherwise necessary and announced by the association, please make reservations to use the exercise room or pool through the website or management office. The association will only utilize this system as directed by state authorities and in order to act in the best health and interest of its members.

Recreation Center activities must be legal and subject to approval by the Board of Directors. Only private functions are allowed. Commercial, political (other than board elections) or formal religious functions are not permitted.

SWIM AT YOUR OWN RISK. There are no lifeguards. Persons unable to safely use the pool and spa alone must be adequately supervised. Incontinent persons must use waterproof pants that will avoid any human urine or waste from entering the pool or spa.

Indoor and outdoor tennis courts may be subject to reservations, when demand for use is high. In the meantime, 4-player tennis is the priority sport, whenever there is a conflict, followed by 2-player tennis and then single 1-player tennis practice.

Pickle ball is confined to the 3 indoor courts designated for that purpose. Basketball and other sports are not permitted on tennis court surfaces, unless special permission has been granted by the Board of Directors.

Walkways and common areas must not be obstructed, except in an emergency or by staff for maintenance or other work. Motorized vehicles are not permitted on pedestrian walkways, except for disabled persons or staff involved in routine inspection of the grounds.

Leaving the path and venturing onto the rocks along the coastal trails is expressly prohibited. Large waves and slippery conditions can occur at any time. Sneaker waves can be extremely dangerous on rocky headlands.

For your own safety, bicycle riding is not allowed on the Boardwalks or other paths where posted. See LWC path map.

RESIDENTIAL USE

Residential Use - Private areas shall be used exclusively for residential purposes, and no commercial activity [involving customer access and/or traffic] shall be carried on in a private area. (Declaration 3.3.3)

SIGNAGE

No signs are to be posted by any owner on any owner's or common area property except for one sign to identify the owner, one "for sale" or "for rent" sign, up to 5 square feet. (Declaration 3.3.7.1)

TRASH AND RECYCLING

There are three trash and recycling areas in our community, located at the Meadow Houses, at Innisfree at the top of Morning Walk and across from the Recreation Center on Singing Tree. Our community relies on all residents to follow trash and recycling rules as posted in each center. Large trash bins are intended for home garbage only. Follow information on posted signs or any of the rules stated in the community Rules and Regulations. Homeowners are responsible for the actions of renters and guests using trash and recycling areas.

Trash and recycling must be placed inside appropriate containers. Nothing is to be left on the ground, along the fence or outside a trash bin.

Recycling is strongly encouraged, as it saves the association considerable costs for garbage collection. The Association has single-source recycling bins with signs above each type of recycling bin to indicate what can and cannot be placed in each bin. If there is any doubt as to what materials can be placed in each bin, the item should be placed in the trash bins rather than risk contamination of recycling bins.

Computers, motor oil, fluorescent light bulbs, paint and paint cans, should be taken to the North Lincoln Sanitary Recycling Center at 1726 Rt. 101 in Lincoln City (541-994-5555), or Thompson Sanitary at 7450 NE Avery St. in Newport (541-265-5434). Unusable furniture, construction debris and contractor demolition debris must be taken to the Schooner Creek Public Transfer Station, located 367 S. Anderson Creek Rd. in Lincoln City or the Agate Transfer Station, 8096

NE Avery St. in Newport. Please check websites for more information:
www.northlincolnsanitary.com or www.thompsonsanitary.com.

Contractors hired by individual owners are not permitted to use garbage or recycling facilities in Little Whale Cove. All debris must be carried off site. Homeowners who are completing their own remodeling projects must also take remodeling waste materials and debris off site for disposal. This would include construction materials such as sheetrock, carpeting, cabinets, lumber, plywood, paneling, or other large/bulky materials.

Trash bins are emptied three times each week. Single source recycling bins, cardboard and glass bins are also emptied on a weekly basis. If bins are full, please be considerate and bring your trash/recyclables back at a later time when there is ample room in the bins.

If you are unable to take large bulk items to a transfer station, as listed in 3(c) above, call North Lincoln Sanitary Service to make arrangements for a "special bulk item pickup:" 541-994-5555.

No owner or occupant shall dispose of any toxic material at any recycling and trash site. The Board of Directors may levy a severe fine to the homeowner whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint, medical waste, etc.

Littering is prohibited in all common areas, including the recreation center, paths, walkways, and in proximity to garbage collection centers. Please take care to place garbage, unwanted items, pet waste, etc. in appropriately marked receptacles.

YARD WASTE

Up to 6 bags of yard waste (max. 30 lbs. each) or tied bundles of branches no longer than 5 feet may be placed at road edge, in front of your home on Sundays for pick-up on Mondays.

PETS AND WILDLIFE

All pets waste immediately cleaned up. The association provides free dog waste bags and waste collection canisters at 10 locations throughout the community. Regular garbage or recycling may not be placed in pet waste receptacles. Please carry your waste to an appropriate facility.

Pets may not be left outside and unattended at any time.

Homeowner properties adjacent to the path are not suitable for dog play or pet potty areas.

Pets are not permitted in the rec center.

Menacing behavior* from any dog will not be tolerated. (Definition below)

Complaints of menacing behavior are to be directed to the Community Coordinator. Depending on the specific behavior of the dog and frequency of incidents, the LWC Board of Directors may apply consequences including but not limited to fines, prohibiting walking dogs in common areas and private ways, and/or walking the dog at certain times.

Aggressive behavior** from any dog will not be tolerated. (Definition below)

Any dog/pet complaint of aggressive behavior should be reported to Lincoln County Animal Control as the primary report of violent behavior. Complaints of aggressive behavior are to be directed to the Community Coordinator only after the county has been contacted. A written animal control report will be required to proceed with any LWC complaint regarding aggressive behavior. Depending on the specific behavior of the dog and frequency of incidents, the LWC Board of Directors may apply consequences including but not limited to fines, prohibiting walking dogs in common areas and private ways walking the dog at certain times or removal of the dog from the neighborhood.

All dogs must be licensed with Lincoln County at 6 months of age or within 30 days of acquiring the dog or moving into Lincoln County, which includes keeping their rabies shot up to date.

All dogs must be always walked on a leash and under the control of their owner in public areas, including the cove. Leashes should be retracted when in proximity of others to minimize uninvited dog interaction.

Dogs may be unleashed on the owner's property but shall not be left unattended and must be always under the owner's control.

Excessive barking will not be tolerated.

*Menacing behavior means lunging, snarling, growling, or other behavior by a dog that would cause a reasonable person to fear for their or their pet's safety.

**Aggressive behavior means without provocation and in an aggressive manner inflicts serious injury on a person or pet.

Residents must not feed raccoons, feral cats or other wild animals, with the exception of birds.

Pet food is not to be left outside at any time.

To help preserve the balance of nature in the tide-pools, touching or removing marine life is prohibited. Special care should be taken while visiting the Cove to not allow dogs to run off leash, swim in the Cove or disturb wildlife in the area.

PARKING

Parking is not permitted on roadways or other common areas, including shoulders, excluding approved temporary parking for loading, unloading, access to construction tools and equipment, yard maintenance and construction workers, realtors, and staff parking as long as the vehicle does not fully block the throughway.

No owner, renter, or guest shall store or leave boats, trailers, motor homes or RVs, construction equipment/vehicles or inoperative vehicles (of any kind on their parcels where visible from any other parcel, except as defined above or with permission from the Community Manager for specified periods of time. Trailers and RVs may be parked in driveways for up to 72 hours before and after trips for loading and unloading.

Boats, trailers and RVs may be parked for up to 72 hours on the gravel shoulder along Meadow Lane, next to the Recreation Center tennis courts only.

No vehicle may be parked on the street.

SPEED LIMIT

The maximum speed limit is 18 MPH on LWC roadways.

EXTERIOR LIGHTS

Please see AC Guidelines Document for full description of very specific exterior light restrictions in Little Whale Cove.

HOLIDAY LIGHTING AND DECORATIONS

Holiday lights and decorations should be respectful and modest in quantity and effect. Such displays may be effective from December 1st through the holidays but must be taken down by January 6 each holiday season.

FIRE

Absolutely no outside wood-burning fires of any kind are permitted. Charcoal briquette grills are permitted for cooking only. Residents are urged to take extreme caution when starting briquettes. Active grills should never be left unattended.

No fireworks of any kind are allowed on private lots or common areas, at any time.

Smoking is not permitted inside or outside on common areas, unless you are in a vehicle. Discarding cigarette butts on the ground or streets or paths is prohibited at all times throughout LWC. We live in a forest and the forest floor constitutes an extreme fire hazard.

Fire-related violations are considered security related issues and are subject to immediate fine. (See security fine schedule below)

Owners with wood-burning fireplaces and stoves must monitor potential smoke intrusion on neighbors' homes. During certain atmospheric conditions, smoke can be a noxious and invasive problem with potential negative health effects on individuals subjected to it. In the event of smoke intrusion, the owner is required to suppress the fire until atmospheric conditions change to allow for safe burning of wood.

LANDSCAPING

Please see AC Guidelines Document for full description of very specific landscaping requirements in Little Whale Cove.

HOME IMPROVEMENTS

Please see AC Guidelines Document for full description of very specific home improvement requirements in Little Whale Cove.

Owners are responsible for the maintenance of their home exteriors and private lot(s), in accordance with Architectural Committee rules and requirements.

GARAGE SALES

LWC does not allow garage sales.

OPEN HOUSES

Open houses and house hunting require coordination from a real estate agent and front office. All prospective buyers must be escorted by real estate agent.

CONTROLLED ACCESS GATE

Little Whale Cove is a controlled access community. As necessary specific credentials in the form of fobs, remotes, codes, keys, or other devices may be necessary and issued to homeowners. The association may not ever prevent a homeowner's access to their property but may require the homeowner to safeguard and utilize commonly prescribed access devices. These devices may have a cost that can be updated as necessary and obtained by the association for each owner. These devices, keys, or otherwise are the responsibility of each owner in both cost and property. Such items do not convey to subsequent owners and are not refundable at any point in the future.

There is a maximum of 3 gate remotes that may be issued to each property. Owners should safeguard these devices. Owners should inform management within 24 hours of loss of any such access device. Failure to inform management of a missing or lost device constitutes safety and security concerns. A regular census by management will require proper identification of owners and their possession of such controlled access items. This can include keys, remote controls, fobs, or other devices to the entrance gate, recreation center, or other facility gates, doors, and locks.

Homeowners are responsible for their visitors, renters, contractors, guests, etc. Homeowners are responsible for anyone they let in the gate through the call box system, "piggybacking" or unintentional tailgating. Any security incidents such as vandalism, home break-ins, or other illicit activity attributed to homeowner granting of gate access, intentionally or unintentionally, will be at a fine 10x the standard fine schedule. No warning letter will be offered for any security violation. The first security violation will result in the first level of fine.

Security Fines and Incident Offenses

First Offense	Second Offense	Third Offense Thereafter
\$50 (10x if results in security incident)	\$100 (10x if results in security incident)	Previous fine doubles (10x if results in security incident)

LITTLE WHALE COVE WALKING MAP

rev6/20

