

Little Whale Cove Homeowners Association, Inc.

15 SW Singing Tree • Depoe Bay, Oregon 97341

Gatehouse: (541) 765-2489

lwcha@lwcha.org



JOINT OFFICE AND GROUNDS MANAGEMENT SERVICE AGREEMENT

FOR LITTLE WHALE COVE 2024

Rev 06 July 2024

Introduction

This joint agreement is among the Little Whale Cove Homeowners Association (LWCHA) as the Master Association for the LWC community, the Little Whale Cove Condominium Owners Association (LWCCOA), and the Innisfree Patio Homeowners Condominium Association (IPHCA), the two sub-associations within the LWC community. The purpose of this agreement is to update and restate any and all previous agreements regarding office management, administration and record-keeping functions, as well as common area management and maintenance, between the master association and the two sub-associations. This agreement supersedes any previous agreement.

Background

In late 1976, the Little Whale Cove planned community was recorded in Lincoln County. In April of 1977 and pursuant to the Declaration filed by the Developer, the Little Whale Cove Homeowners Association (LWCHA) was established as the master association for this planned community.

Beginning in the late 1970s, 31 condominium units (12 Meadow House units and 19 The Pines units), were built in five phases of sequential development and annexed as part of the Little Whale Cove planned community. The developer filed declarations establishing these thirty one units as a separate Condominium association as required by Oregon law. Because of this development plan, LWCCOA unit owners are members both of the LWCCOA and of the LWCHA, the planned community master association for the entirety of the Little Whale Cove development.

In October of 2003, the final phase of the development of LWC known as Innisfree Patio Home Condominiums, was annexed as part of the LWC community, with declarations establishing these 48 units as a separate condominium association (IPHCA). Again, this arrangement provides that Innisfree unit owners are members both of the IPHCA and the LWCHA.

PJB

HS

In the interest of economy and efficiency, the Board of Directors of all three associations herein agree it is beneficial to all parties to combine the operations of the three associations by means of this Management Agreement to the extent that it is practical and legal.

Scope of the Agreement

LWCHA, as the master association of Little Whale Cove, shall be responsible for the office management and record keeping functions of the LWCCOA and its board and the IPHCA and its board, including budgeting and fiscal management records. The LWCCOA board and the IPHCA board each remains responsible for their respective sub-association decisions, including the decision to delegate management of both Condominiums to the LWCHA. LWCHA staff will provide administrative support for LWCCOA and IPHCA board functions, and will manage all office procedures in a standardized manner for all three associations. Such support includes:

1. Accounting separately for any funds that are specific to LWCCOA or IPHCA, such as funds collected and disbursed for sub-association unique expenses;
2. Preparation of documentation, including a check for a payable account, in preparation for the respective sub-association board to approve and sign;
3. Managing the receipt and depositing of all LWCHA annual assessments, plus any LWCCOA and IPHCA assessments unique to those sub-associations;
4. Arrangement of any meeting agenda developed by a sub-association board and disseminate to that sub-associations board and members;
5. Preparation of financial reports for sub-association board and members;
6. Coordination of the election process in conjunction with the sub-association board;
7. Maintenance of the files of each sub-association;
8. Tax preparation oversight and tax filing;
9. Acquisition of necessary liability insurance.

LWCHA shall provide the grounds maintenance, repair and tree removal for all common areas and private ways throughout LWC, including but not limited to open spaces, drainage systems, streets (i.e., private ways), boardwalks, paths and signage. LWCHA shall not be responsible for the maintenance, repair or replacement of any private areas, including units or unit driveways. The dividing line between the Meadow House private way and private area serving certain units in the LWCCOA is shown as a red line on the attached Exhibit A, incorporated herein by this reference. Each condominium owner will be solely responsible for the maintenance, repair and replacement of that portion of the limited common elements historically used as their landscaped yards surrounding their units (i.e., private area). The LWCHA grounds maintenance of LWCCOA and IPHCA general common elements will be to the same standards as all other LWC common areas and private ways.

LWCHA maintains a Reserve Study that lists all the improvements on the common areas and private ways of Little Whale Cove, including those of LWCCOA and IPHCA. The maintenance, repair and replacement of all these improvements of the three associations are listed in the Reserve Study, along with location, description, estimated useful life, and estimated schedule

PJB

2/15

and cost of the appropriate maintenance/repair/replacement activity. The Reserve Study is developed and annually updated by the LWC Reserve Committee with the assistance of a professional engineering firm for the benefit of the Little Whale Cove community. The information provided in this report satisfies the requirements stipulated in ORS 100.175 for a maintenance manual and reserve study for both LWCCOA and IPHCA.

The LWC Reserve Committee will be comprised of owners from LWCHA, LWCCOA and IPHCA. Each association will have at least one representative on this committee. The committee will select a single Chairperson who will report directly to the LWCHA Board, which is responsible for funding the reserve plan. There will be a single LWC Reserve fund, managed by LWCHA as the master association.

The Reserve Committee will recommend an annual list of maintenance/repair/replacement projects to be approved by the LWCHA Board. Any proposed asset enhancement that increases an asset value more than 30% must be approved by the LWCHA BOD and submitted to the Reserve Committee before its annual review cycle. Proposals can be submitted by any of the associations BODs. The LWCHA Grounds and Facilities Superintendent will be responsible for coordinating all approved projects, including soliciting competitive bids, contractor recommendations, scheduling and oversight of all reserve work, and contractor completion walk-through before final payment is authorized.

LWC Safety Committee use of the building adjacent to the Meadow House garbage area and parking area, which building was deeded to IPHCA and is a general common element of IPHCA, is hereby terminated in the sole discretion of the IPHCA board. The termination of such use shall be concurrent with the execution and delivery of this Agreement. IPHCA accepts the building in its present condition as is including any defects. IPHCA assumes all future liability (including but not limited to operating, maintenance, repair and replacement costs) associated with this building and the land on which it is located. IPHCA acknowledges that the LWC reserves will not cover this building.

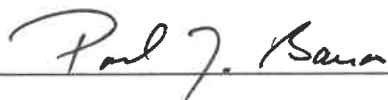
All three boards will have access to the expertise of the LWCHA attorney of record for consultation on regulatory matters. In the interest of budgetary reconciliation, such legal consultation should occur only after consent by all three board chairs. In legally contested matters between two or more boards, should such matters arise, the LWCHA attorney may represent only the interests and positions of the LWCHA. The contesting board will need to self-fund an alternate attorney. In such an event, LWCHA will disburse without delay as directed by the opposing sub-association any of its separate funds in its account to pay for the fees of its alternate attorney and any other fees and costs of any such contest. LWCHA may not withhold such sub-association specific funds.

Amendment and Termination

This agreement cannot be changed, amended or interpreted differently without all three boards mutually agreeing that a change, amendment or interpretation is necessary. The Agreement may be terminated at any time by any one Chairperson of the signing associations giving a thirty (30) day notice to the other parties.

RSB @ HS

Signed and Approved in Its Entirety By:




Paul J. Banas, Chair, LWCHA

7/12/2024
Date



Scott Whitmire, Chair, LWCCOA

7/12/2024
Date



Linda Perez Salazar, Chair, IPHCA

7-12-2024
Date

Exhibit A
LWC MOU



PSA