

After recording
return to
Little Whale Cove
Homeowners Assn
P.O. Box 49
Deer Bay, OR 97311

DECLARATION OF MERGER

OF

LITTLE WHALE COVE CONDOMINIUM OWNER'S ASSOCIATION
INTO LITTLE WHALE COVE HOMEOWNER'S ASSOCIATION

WHEREAS, thirty-one condominium units have been built and sold in Little Whale Cove, and

WHEREAS, Halvorson-Mason, Inc., developer of Little Whale Cove and owner of land therein (hereafter "Developer"), has no current intent to build additional condominium units, and

WHEREAS, pursuant to paragraph 5.5 of Little Whale Cove Covenants, Conditions and Regulations, it has long been contemplated that the Condominium Owner's Association heretofore created in 1979 would be merged into the Homeowner's Association, and

WHEREAS, all of the unit owners comprising the Condominium Owner's Association, pursuant to paragraph 5.5 of Little Whale Cove's Covenants, Conditions and Restrictions, desire to merge their association into the Little Whale Cove Homeowner's Association and assign all their interest in the common property of the condominium units known as "the Pines" and "Meadow House" and transfer all of the duties and functions of the Condominium Owner's Association unto the Homeowner's Association and the Homeowner's Association consents to such assignments and merger.

NOW, THEREFORE:

1. Condominium Owners Consent to Transfer of Common Property And Merger of Associations.

The Little Whale Cove Condominium Owner's Association, consisting of thirty-one owners, have unanimously voted to merge the Condominium Owner's Association into the Little Whale Cove Homeowner's Association and assign and set over and convey all the common property held in common ownership by the Condominium Owners Association. Each unit owner waives, releases and conveys their undivided interests in and to the common property in and to the condominium developments known as "the Pines" and "Meadows House" and all of the Condominium Owners' duties, rights and obligations concerning the common property known as "the Pines" and "Meadows House" unto the Homeowner's association (subject to paragraph 3 below, and upon the conditions of paragraph 3) pursuant to written approval by each of the owners, said written approvals being attached to this Declaration and incorporated herein..

2. Homeowner's Association Consent to Merger

The Board of Directors of the Homeowner's Association, in a meeting held on December 12, 1998, by unanimous vote, voted to adopt the merger of the Little Whale Cove Condominium Owner's Association into the Little Whale Cove Homeowner's Association and the Homeowner's Association does hereby accept the conveyance of the Condominium Owner's Association common property and the rights, duties, and obligations of the Condominium Owner's Association except as provided in paragraph 3 and upon conditions contained in paragraph 3.

CONSENT TO MERGER

3. Conditions to Conveyances and Mergers

The conveyances of common property and assignment of Condominium Owner's rights and obligations is expressly conditioned as follows:

a. Upon merger, the Homeowner's Association grants a permanent, perpetual, and irrevocable easement running with the land for access from roads and private ways across common property upon driveways to each unit now constructed or hereafter constructed with approval of the Architectural Committee.

b. The Homeowner's Association shall maintain the common property of "the Pines" and "Meadow House" undeveloped, except as provided for below.

c. Upon merger, the following shall occur:

i. Meadow House

The Homeowner's Association recognizes unit owners ownership rights to each Meadows House unit for its respective garage and walkway structures from the garage to its respective unit.

Maintenance of the garages and walkways would be the responsibility of the unit owner benefitted by a garage and walkway/structure.

Paved areas outside of the garages and not part of a walkway/structure shall be maintained by the Homeowner's Association as a part of the overall road and path system. The Meadow House owners shall also enjoy limited landscaping rights as described in paragraph 3d.

ii. The Pines

The Homeowner's Association recognizes and grants the right to each Pines unit owner to landscape the common area in front of and immediately adjacent to their respective unit. Any disputes between Pines owners over boundaries of said landscaped areas shall be resolved by the Board of Directors of the Homeowner's Association in order to facilitate uniformity and compatibility of landscaped areas within the Pines development.

For Pines unit owners who would prefer a formal, surveyed, legal easement providing for a "right to use for landscaping" of their "adjacent common area," the Homeowner's Association would be open to such a request. All expenses involved in the legal description of such easements will be the sole responsibility of the Pines unit owner seeking such a legal easement and shall be subject to approval by the Board of Directors of the Homeowner's Association.

d. The Architectural Committee of Little Whale Cove shall adopt the following amendment to the Architectural Guidelines:

"3.6.1 Common Area – The Pines and Meadow House Units

This section provides a special exception for the Pines and Meadow House units to recognize that landscaped areas surround many of these units to very near their foundations for purposes of landscaping heretofore undertaken by unit owners of the Pines and Meadow House condominium. Owners of the Pines Units have historically been allowed to landscape the Common Areas between the units and the street and directly beside and behind their units. This section specifically approves the existing landscaping as of

May 17, 1999 and acknowledges the Architectural Committee may hereafter approve similar landscaping in the future. Future landscaping will be subject to the same kind of review as any other Homeowner. Owners of the Meadow House units also have been allowed to landscape adjacent Common Area. The landscaping existing on May 17, 1999 is approved and the Architectural Committee shall approve similar landscaping within 20 feet of the Meadow House foundation, subject to approval on the same basis as for the Pines units described above."

e. Maintenance and repair of driveways, walkways, and carports or garages in the Meadow houses shall be done at the unit owner's expense. Maintenance and repair of driveways in the Pine houses shall be done at the unit owner's expense.

f. Disputes concerning use of carports, garages, driveways, or disputes concerning maintenance or exterior appearance of units, garages or carports, or the appearance of the common areas shall be decided by a majority of the Board of Directors of the Homeowner's Association after consultation with the Architectural Committee.

g. All exterior painting, remodeling and landscaping shall be with the prior approval of the Architectural Committee. Failure to maintain the property in a sightly manner shall subject the owner to enforcement provisions of the Homeowner's Association.

h. All future dwellings to be built in the Pines hall be of a design compatible with the design of the present Pines units.

4. Unit Ownership Unaffected

Nothing herein contained affects the ownership of units presently or hereafter owned within the Pines or Meadow House nor any mortgagees security


interest therein.

5. Developer Approval of Merger

Developer, approves the merger without amendment to paragraph 5.1 of the Little Whale Cove Covenants, Conditions, and Restrictions and approves the conditions contained in paragraph 3 herein.

DATED this 17 day of May, 1999.

LITTLE WHALE COVE
CONDOMINIUM OWNER'S
ASSOCIATION



By:
President of Little Whale Cove
Condominium Owner's Association

LITTLE WHALE COVE
HOMEOWNER'S ASSOCIATION



By:
President of Little Whale Cove
Homeowner's Association



By:
Secretary of Little Whale Cove
Condominium Owner's Association



By:
Secretary of Little Whale Cove
Homeowner's Association

HALVORSON-MASON CORP., INC.



By: Kristi Halvorson, President

B382 P1907

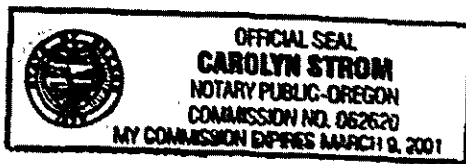
HALVORSON-MASON CORPORATION

By *Kristi A. Halvorson*
Kristi A. Halvorson, President

STATE OF OREGON)

County of ~~Clatsop~~)
Multnomah

On the 21st day of May, 1999, personally appeared Kristi A. Halvorson who, being first duly sworn, did say that she is the President of HALVORSON-MASON CORPORATION, an Oregon corporation, and has signed on behalf of said corporation by authority of its board of directors for this Declaration of Merger; and each of them acknowledged said instrument to be its voluntary act and deed.



BEFORE ME: *Carolyn Strom*
Notary Public for Oregon
My commission expires: *March 9, 2001*

B382 P1908

State of Oregon)

County of Lincoln)

On this 25 day of May, 1999,¹ before me

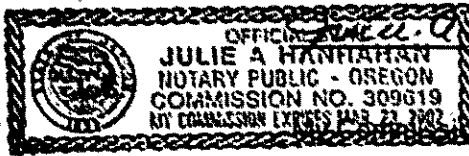
Julie A. Hanrahan, a notary public,

personally appeared Carolyn Thompson,²

personally known³ to me to be the person(s) whose name(s) is (are)

subscribed to this instrument, and acknowledged that he (she/they)

executed the same.⁴



Julie A. Hanrahan

NOTARY PUBLIC

Expires: 3/23/2002

State of Oregon)

County of Lincoln)

On this 2 day of June, 1999,¹ before me

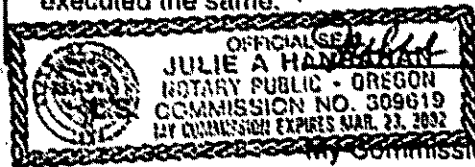
Julie A. Hanrahan, a notary public,

personally appeared Donald B. Cole,²

personally known³ to me to be the person(s) whose name(s) is (are)

subscribed to this instrument, and acknowledged that he (she/they)

executed the same.⁴



Julie A. Hanrahan

NOTARY PUBLIC

Expires: 3/23/2002

B382 P1909

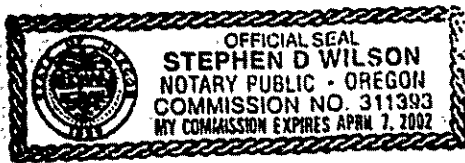
STATE OF OREGON,

County of Lincoln } ss.

FORM No. 23—ACKNOWLEDGMENT.
Stevens-Ness Law Publishing Co. NL
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 24th day of May, 1999,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named A. M. Gleason

known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that HC.....executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

[Signature] Stephen D. Wilson
Notary Public for Oregon
My commission expires April 7, 2002

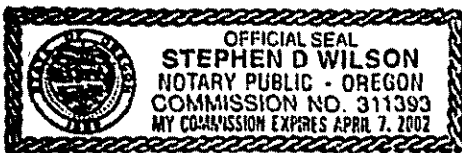
STATE OF OREGON,

County of Lincoln } ss.

FORM No. 23—ACKNOWLEDGMENT.
Stevens-Ness Law Publishing Co. NL
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 24th day of May, 1999,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named R. D. Yale

known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that HC.....executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

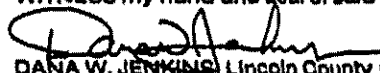
[Signature] Stephen D. Wilson
Notary Public for Oregon
My commission expires April 7, 2002

STATE OF OREGON) ss.
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 382 Page 1901

WITNESS my hand and seal of said office affixed.



DANA W. JENKINS, Lincoln County Clerk

Doc : 6210581
Rect: 93047 51.00
06/03/1999 04:19:08pm

