

WHEN RECORDED, RETURN TO:

VF Law

6000 Meadows, Suite 500

Lake Oswego, Oregon 97035

GRANTOR: Little Whale Cove Homeowners Association, Inc.

GRANTEE: Public

**2025 AMENDED AND RESTATED
BYLAWS
OF
LITTLE WHALE COVE HOMEOWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS
2025 AMENDED AND RESTATED
BYLAWS OF
LITTLE WHALE COVE HOMEOWNERS ASSOCIATION, INC.

	<u>PAGE</u>
RECITALS	1
 ARTICLE 1 – GENERAL PROVISIONS	
1.1 Name and Location	2
1.2 Purpose and Authority	2
1.3 Definitions.....	2
1.4 Membership	2
 ARTICLE 2 – MEETING OF MEMBERS	
2.1 Place of Meetings.....	2
2.2 Annual Meetings.....	2
2.3 Special Meetings.....	3
2.4 Notice.....	3
2.5 Waiver and Attendance.....	3
2.6 Quorum	3
2.7 Voting	3
2.8 Order of Business.....	3
 ARTICLE 3 – BOARD OF DIRECTORS	
3.1 Number of Qualifications	4
3.2 Election and Term.....	4
3.3 Vacancies	4
3.4 Removal	4
3.5 Delegation to Manager.....	4
3.6 Board Meetings	5
3.7 Voting Rights.....	5
3.8 Waiver of Notice.....	5
3.9 Quorum and Voting	6
3.10 Compensation	6
 ARTICLE 4 – OFFICERS AND COMMITTEES	
4.1 Designation and Election of Officers.....	6
4.2 Term and Removal of Officers	6
4.3 President.....	6
4.4 Vice President	6
4.5 Secretary	6
4.6 Treasurer	6
4.7 Delegation	6
4.8 Committees	6

ARTICLE 5 – BUDGET, EXPENSES AND ASSESSMENTS

5.1	Budget	7
5.2	Common Expenses.....	7
5.3	Assessments	7
5.4	Statement of Account.....	7
5.5	Authority Over Association Funds and Reserves	7

ARTICLE 6 – RECORDS AND AUDIT

6.1	Records Required.....	8
6.2	Inspection by Owners	8
6.3	Financial Reports	8
6.4	Audits	8
6.5	Neighborhood Association Financial Integration	8

ARTICLE 7 - INSURANCE

7.1	Association Insurance	9
7.2	Waiver of Subrogation.....	9
7.3	Proceeds and Claims	9
7.4	Policy Terms	9
7.5	Deductibles	10
7.6	Owner Insurance Requirements.....	10
7.7	Additional Coverage	10

ARTICLE 8 – AMENDMENTS TO BYLAWS

8.1	Authority to Amend	10
8.2	Proposals for Amendment.....	10
8.3	Effective Date	10
8.4	Limitations	10

ARTICLE 9 – ELECTRONIC COMMUNICATIONS AND MEETINGS

9.1	Use of Electronic Communication.....	11
9.2	Consent and Opt-Out	11
9.3	Electronic Meetings	11
9.4	Electronic Voting.....	11
9.5	Emerging Technology.....	11

ARTICLE 10 - MISCELLANEOUS

10.1	Notices	11
10.2	Waiver.....	12
10.3	Interpretation.....	12
10.4	Conflicts.....	12
10.5	Incorporation by Reference.....	12

EXHIBIT A Little Whale Cove Property

2025 AMENDED AND RESTATED BYLAWS OF LITTLE WHALE COVE HOMEOWNERS ASSOCIATION, INC.

RECITALS

- A. Little Whale Cove is a community of owners initially established by the Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations of Little Whale Cove recorded November 9, 1976, in Book 70, Page 74, records of Lincoln County, Oregon (the “Initial Declaration”).
- B. By amendments to the Initial Declaration, additional property was annexed to Little Whale Cove as provided in Section 2.2 of the Initial Declaration. The property currently subject to the Declaration is described in Exhibit I of 2025 Amended and Restated Declaration of Condition, Restrictions, Covenants, Easements, Reservation and Regulations Little Whale Cove (“Declaration”) being recorded currently with these 2025 Restated Bylaws. The property described in Exhibit I to the Declaration is described in attached Exhibit A.
- C. Association is the association of owners formed pursuant to the Initial Declaration and incorporated April 5, 1977, as a nonprofit corporation under Oregon law.
- D. The Association was previously governed by the 2007 Restated Bylaws of Little Whale Cove Homeowners Association, Inc. (the “2007 Restated Bylaws”) recorded on March 17, 2008, as Document No. 200803321, records of Lincoln County, Oregon.
- 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. These 2025 Amended and Restated Bylaws are adopted by the vote of the Owners to restate and replace all prior versions of the Bylaws, including the 2007 Restated Bylaws adopted by Board resolution under ORS 94.625(9).

NOW, THEREFORE, pursuant to ORS 94.625, the Association hereby adopts these 2025 Amended and Restated Bylaws to supersede and replace all prior versions.

ARTICLE I GENERAL PROVISIONS

- 1.1 Name and Location. The name of the corporation is LITTLE WHALE COVE HOMEOWNERS ASSOCIATION, INC. Its principal office is located at Little Whale Cove HOA, 15 SW Singing Tree, Depoe Bay, Oregon 97341, or such other place in Oregon as the Board may determine.
- 1.2 Purpose and Authority. These Bylaws govern the administration and operation of the Association, an Oregon nonprofit corporation subject to the Oregon Planned Community Act (ORS Chapter 94), the Oregon Condominium Act (ORS Chapter 100) and the Oregon Nonprofit Corporation Act (ORS Chapter 65).
- 1.3 Definitions. Capitalized terms used in these Bylaws have the meanings assigned to them in the Declaration unless otherwise defined herein.
- 1.4 Membership. Each record owner of a Parcel or Residential Unit within the planned community is a member of the Association. Membership is appurtenant to and may not be separated from ownership of a Parcel or Residential Unit. No Owner may waive or otherwise avoid the duties and obligations of membership, including the obligation to pay assessments. If a Parcel or Residential Unit is owned by more than one person, all co-Owners are members, but the Parcel or Residential Unit shall have only one vote, which must be cast as the co-Owners agree among themselves.

In addition, each Owner of a Lot or Unit within a Neighborhood Association governed under the Neighborhood Declaration may also be a member of that subassociation, to the extent provided in its governing documents. Subassociation membership is separate from, but subordinate to, membership in the Association.

ARTICLE II MEETINGS OF MEMBERS

- 2.1 Place of Meetings. Meetings of the Association shall be held at a suitable location as designated by the Board and convenient to the community. Meetings may be conducted in person, electronically or in a hybrid format.
- 2.2 Annual Meetings. An annual meeting shall be held each year during the month of October on a date set by the Board. The purpose of the annual meeting is to elect directors and transact such other business as may properly come before the meeting.

- 2.3 Special Meetings. Special meetings of the members may be called by the President, a majority of the Board, or by petition signed by at least twenty-five percent (25%) of the total votes in the Association. The notice must state the purpose of the meeting and no other business may be transacted.
- 2.4 Notice. Written notice stating the time, place and purpose of any meeting shall be delivered to each Owner not less than ten (10) nor more than sixty (60) days prior to the meeting date. Notice may be delivered by hand, mail or electronically in accordance with ORS 94.652 or ORS 100.423. If the meeting is adjourned for fewer than thirty (30) days, no additional notice is required other than by announcement at the meeting.
- 2.5 Waiver and Attendance. Attendance at a meeting constitutes waiver of notice unless the Owner attends solely to object to the meeting's validity for lack of notice. Waiver may also be made in writing before or after the meeting.
- 2.6 Quorum. A quorum is present if Owners representing at least fifty percent (50%) of the total votes in the Association are present in person, by proxy or by ballot. If a quorum is once established, it shall not be broken by withdrawal of members. If any meeting of the Association cannot be organized because a quorum is not present, the members who are present, in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At the reconvened meeting, the quorum requirement shall be one-half ($\frac{1}{2}$) of the original quorum requirement but not less than twenty percent (20%) of the total votes in the Association, provided the notice of the reconvened meeting states that this reduced quorum provision may apply.
- 2.7 Voting. Voting rights, proxies, fiduciary voting and the number of votes per Parcel or Residential Unit are governed by Section 4.2 of the Declaration. This section is intended to be consistent with the Declaration and shall not be construed to expand or reduce voting rights stated therein.
- 2.8 Order of Business. Unless otherwise determined by the Board, the order of business at annual meetings shall include:
- (a) Roll call and certification of proxies;
 - (b) Proof of notice or waiver;
 - (c) Approval of prior meeting minutes;
 - (d) Officer reports;
 - (e) Committee reports, if any;

- (f) Election of Directors;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

ARTICLE III BOARD OF DIRECTORS

- 3.1 Number and Qualifications. The Board shall consist of five (5) Directors. Each Director must be a record Owner of a Parcel or Residential Unit. No more than one person per household may serve as a Director at the same time, regardless of the number of Parcel or Residential Units owned by such household.
- 3.2 Election and Term. Directors shall be elected by the Owners at the Annual Meeting to serve staggered two-year terms, with two (2) Directors elected in even-numbered years and three (3) in odd-numbered years.
- 3.3 Vacancies. A vacancy on the Board, whether caused by resignation, death, removal or any other reason, shall be filled by a majority vote of the remaining Directors, even if less than a quorum. The appointed Director shall serve the remainder of the unexpired term.
- 3.4 Removal. Any director may be removed, with or without cause, by a majority of the votes entitled to be cast at a meeting of the owners at which a quorum is present, provided that the meeting notice states that removal of the director is to be considered. The director subject to removal shall be given an opportunity to speak at the meeting prior to the vote. The vacancy created by removal may be filled by the members at the same meeting.
- 3.5 Powers and Duties. The Board shall manage the affairs of the Association. Its powers and duties include:
 - (a) Operation, maintenance, repair and replacement of the Common Property;
 - (b) Adoption of budgets and determination of assessments;
 - (c) Collection of assessments and enforcement of liens;
 - (d) Hiring and dismissal of employees or contractors;
 - (e) Retention of professional advisors as needed;
 - (f) Opening and managing bank accounts;

- (g) Procuring and periodically reviewing liability and property insurance to protect the Association, its Directors, officers, Owners and Common Property;
- (h) Representing the Association before governmental agencies and in matters of public concern affecting the community;
- (i) Adopting rules and regulations consistent with the Declaration and Bylaws;
- (j) Enforcing the Declaration, Bylaws and rules by legal means;
- (k) Acting on behalf of or in lieu of a Neighborhood Association, to the extent permitted by the Declaration, when such subassociation fails to maintain a functioning governing body or fulfill obligations under the Neighborhood Declaration, including levying and collecting assessments and maintaining property for which the subassociation is responsible;
- (l) Acquiring, owning and disposing of Parcels or Residential Units as necessary;
- (m) Establishing standing or ad hoc committees in addition to those established in the Declaration;
- (n) Representing the community with respect to governmental and regulatory matters; and
- (o) Exercising all other powers necessary and proper for the governance and operation of the Association and consistent with the Oregon Planned Community Act, Oregon Condominium Act and the Oregon Nonprofit Corporation Act.

3.6 Delegation to Manager. The Board may contract with a manager or managing agent and delegate duties not involving policymaking or budget adoption. The Board remains responsible for oversight.

3.7 Board Meetings. Regular meetings shall be held as the Board determines. Special meetings may be called by the President, Secretary or any two Directors. Notice of special meetings must be given at least ten (10) days in advance, unless an emergency exists. In emergencies, meetings may be called with twenty-four (24) hours' notice.

3.8 Waiver of Notice. Any Director may waive notice in writing or by attending the meeting. Attendance constitutes waiver unless the Director attends solely to object.

- 3.9 Quorum and Voting. A majority of the Directors constitutes a quorum. The act of a majority of the Directors present at a meeting at which a quorum is present constitutes a valid act of the Board.
- 3.10 Compensation. Directors serve without compensation unless approved by the Owners. Reimbursement of actual expenses is permitted.

ARTICLE IV OFFICERS AND COMMITTEES

- 4.1 Designation and Election of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, each elected by the Board of Directors from among its members. The Board may appoint such other officers or assistant officers as it deems necessary.
- 4.2 Term and Removal of Officers. Officers shall serve until the next organizational meeting of the Board following the annual meeting of the Association and until their successors are elected and qualified, unless earlier removed by the Board with or without cause.
- 4.3 President. The President shall preside at meetings of the Board and the Association and shall have general authority to oversee the affairs of the Association, subject to Board direction.
- 4.4 Vice President. The Vice President shall perform the duties of the President when the President is absent or unable to act and shall perform other duties assigned by the Board.
- 4.5 Secretary. The Secretary shall keep the minutes of meetings, give notices required by these Bylaws or law, maintain Association records and perform such other duties as assigned by the Board.
- 4.6 Treasurer. The Treasurer shall oversee the financial affairs of the Association, including keeping proper financial records, depositing funds and disbursing funds under Board authorization.
- 4.7 Delegation. The Board may delegate any officer's duties to other officers, Directors, agents or employees, except where prohibited by law.
- 4.8 Committees. In addition to any committees required or authorized under the Declaration, the Board may establish standing or ad hoc committees by resolution. The resolution shall state the committee's purpose, authority and composition. Committees shall report to the Board and shall not act independently unless expressly authorized.

ARTICLE V
BUDGET, EXPENSES AND ASSESSMENTS

- 5.1 Budget. The Board of Directors shall prepare and adopt an annual budget as required by ORS 94.645 and Article VII of the Declaration. The budget shall estimate common expenses expected to be incurred, less any surplus or overassessment. The Board shall furnish a copy of the budget to each Owner as required by law.
- 5.2 Common Expenses. Common Expenses include, without limitation, the expenses of administration; maintenance, repair and replacement of common areas; insurance and bonding; reserve contributions; asset acquisition authorized under the Declaration; deficits from prior periods; and any other expense properly chargeable to the Association under the Declaration or these Bylaws.
- 5.3 Assessments. Owners shall pay assessments levied under the Declaration and these Bylaws. The Board may levy annual, special and individual assessments as authorized by the Declaration and shall take reasonable action to collect any unpaid assessments, including interest, costs and attorney fees as permitted by law. The Association may record and foreclose liens for nonpayment in the manner provided by ORS 94.709 and Article VII of the Declaration.
- 5.4 Statement of Account. Upon written request, the Board shall provide a written statement of unpaid assessments for any Parcel or Residential Unit as required by ORS 94.709(3).
- 5.5 Authority Over Association Funds and Reserves. All assessments collected by the Association, including amounts allocated for reserves, shall be the property of the Association and held in its accounts. The Board has sole authority to allocate, manage and expend such funds in accordance with the annual budget, the reserve study and the Declaration, including for shared Common Area components used by all Owners.

Neighborhood Associations may participate in budgeting discussions and reserve planning through the input process established by the Board. However, no Neighborhood Association shall have the right to segregate, direct or restrict the use of reserve contributions, nor shall any portion of Association funds be held for the exclusive benefit of any Neighborhood Association unless expressly authorized by the Board.

No refunds or reallocations of reserve contributions shall be made to any Neighborhood Association based on perceived underuse or overuse of Common Areas or reserve-funded improvements. This section is consistent with Article VII of the Declaration and does not limit the Board's discretion to manage Association funds for the benefit of the community as a whole.

ARTICLE VI RECORDS AND AUDIT

- 6.1 Records Required. The Association shall retain and make available records in accordance with ORS 94.670 and ORS 65.771. These include, but are not limited to, governing documents, minutes of member and board meetings, records of actions taken without a meeting, a list of Owners, financial statements, assessment records, current contracts and the most recent reserve study, if any.
- 6.2 Inspection by Owners. Records required by ORS 94.670(1) shall be provided to an Owner within ten (10) business days of a written request. Other records subject to inspection under ORS 94.670(2) shall be made available within twenty-one (21) days. The Association may charge a reasonable fee for staff time and copies as permitted by law.
- 6.3 Financial Reports. The Board shall provide an annual financial report to the Owners within ninety (90) days after the end of each fiscal year. If annual assessments exceed \$75,000, a review by an independent certified public accountant shall be conducted in accordance with ORS 94.670(5), unless waived as allowed by law.
- 6.4 Audits. The Board may authorize an audit, review or compilation at any time. Any Owner may also request an audit at the Owner's expense, subject to reasonable Board procedures to protect confidentiality and maintain orderly operations.
- 6.5 Neighborhood Association Financial Integration.
- (a) Mandatory Financial Disclosure. Each Neighborhood Association shall provide to the Community Association a copy of its adopted annual budget, year-end financial report and current reserve study within ninety (90) days after the close of its fiscal year.
 - (b) Reserve Study Coordination. The Community Association shall include in its reserve study all Common Areas and shared facilities under its responsibility, including those used in common with any Neighborhood Association. The Board may require each Neighborhood Association to provide data related to any reserve components that are maintained by the Community Association but serve such Neighborhood Association.
 - (c) Allocation of Expenses. Community Association assessments shall be allocated as determined by the Board. No Owner or Neighborhood Association may reallocate, earmark, or receive a credit based on use or non-use of any Common Area or service maintained by the Community Association.

- (d) Audit and Oversight Rights. The Community Association may review the financial records of any Neighborhood Association related to shared obligations or reserve components, with reasonable notice.
- (e) No Refunds or Credits. No refunds, credits or segregation of funds shall be required or permitted based on perceived allocation, unless expressly provided in the Declaration or approved by the Board.

ARTICLE VII INSURANCE

- 7.1 Association Insurance. The Board shall obtain and maintain insurance for the Association as required by ORS 94.680 and applicable law. This includes: (a) Property insurance on all Common Areas and improvements owned or maintained by the Association, in an amount equal to the full replacement cost, subject to reasonable deductibles set by Board policy; (b) Commercial general liability insurance covering claims for bodily injury and property damage arising out of or related to the Common Areas and Association operations, with limits of at least \$2,000,000 per occurrence; (c) Directors and officers liability insurance with a minimum limit of \$1,000,000; (d) Fidelity bond or insurance covering all persons with access to Association funds, including protection from computer fraud and funds transfer fraud, in an amount equal to or exceeding the sum of funds maintained by the Association and any U.S. government obligations held pursuant to ORS 94.670; (e) Workers' compensation insurance to the extent required by law; and (f) Employment practices liability insurance, if applicable.
- 7.2 Waiver of Subrogation. To the extent permitted by applicable law and policies, Association policies shall include waivers of subrogation against Owners and the Association.
- 7.3 Proceeds and Claims. Proceeds of insurance maintained by the Association shall be paid to the Association and used to repair or replace the damaged property, unless otherwise provided in the Declaration or approved by Owners in accordance with the Declaration. The Board shall handle all claims and settlements related to Common Areas.
- 7.4 Policy Terms. All Association policies shall: (a) Name the Association as insured or trustee for the benefit of all insured parties as their interests may appear; (b) Provide that the policy may not be canceled or materially modified without at least 10 days' prior written notice to the Association and to first mortgage holders identified in the policy; and (c) Include endorsements for perils such as windstorm, fire, water damage, vandalism and electronic theft, as appropriate.

- 7.5 Deductibles. The Board shall have discretion to establish the deductible amount for each policy. The Board may adopt a policy allocating responsibility for deductibles, including based on location of damage or acts or omissions of Owners or occupants, consistent with ORS 94.680. This allocation may include Parcels, Residential Units, or Neighborhood Associations.
- 7.6 Owner Insurance Requirements. The Board may adopt resolutions requiring Owners to maintain insurance for their Parcels or Residential Units, including property, liability and loss assessment coverage, in minimum amounts set by the Board. Owners must provide proof of such insurance within thirty (30) days of written request.
- 7.7 Additional Coverage. The Board may obtain additional insurance coverage it deems necessary or appropriate for the protection of the Association, its members or the Board.

ARTICLE VIII AMENDMENTS TO BYLAWS

- 8.1 Authority to Amend. These Bylaws may be amended by the affirmative vote or written consent of at least sixty-six and sixty-seven hundredths percent (66.67%) of the total votes in the Association, unless a different percentage is required by law.
- 8.2 Proposals for Amendment. Amendments may be proposed by a majority of the Board or by petition signed by at least twenty percent (20%) of the total votes in the Association. The full text of the proposed amendment must be included in the notice of the meeting at which action is to be taken.
- 8.3 Effective Date. Amendments become effective upon certification by the President and Secretary of the Association and recording in the real property records of Lincoln County, Oregon, if and as required by law.
- 8.4 Limitations. These Bylaws may not be used to modify or contradict any provision of the Declaration. To the extent a subject is addressed in the Declaration, these Bylaws shall be construed to supplement and not conflict with that provision. No amendment to these Bylaws may alter a provision of the Declaration, even if similar language appears in both documents.

ARTICLE IX
ELECTRONIC COMMUNICATIONS AND MEETINGS

- 9.1 Use of Electronic Communication. To the fullest extent permitted by ORS 94.647, ORS 94.609, ORS 65.034 and other applicable law, the Association may provide notice, delivery of documents, communication and voting by any electronic means capable of being retained, including but not limited to email, electronic platform, website or similar digital methods. Any requirement in these Bylaws or applicable law for delivery "in writing" or "written notice" is satisfied by electronic communication.
- 9.2 Consent and Opt-Out. All Owners shall be deemed to have consented to receive notices, disclosures, records and ballots electronically unless they affirmatively opt out in writing and request delivery by United States mail. The Association shall maintain electronic contact information for each Owner who has not opted out.
- 9.3 Electronic Meetings. To the extent permitted by law, meetings of the Board, committees or Owners may be conducted by telephone, video conferencing or other technology allowing all participants to hear and be heard simultaneously. Participation by such means constitutes presence in person.
- 9.4 Electronic Voting. The Board may authorize electronic voting consistent with ORS 94.647 and ORS 65.222, provided the voting method reasonably authenticates the identity of the voter, maintains integrity of the vote and complies with any applicable law. A vote cast electronically has the same effect as a vote cast in person or by written ballot.
- 9.5 Emerging Technology. The Board may adopt and update policies to allow use of evolving technology platforms or delivery systems for communication, voting and meetings, provided they comply with applicable statutes. The Association is not limited to email or websites and may implement other lawful means as technology changes.

ARTICLE X
MISCELLANEOUS

- 10.1 Notices. Any notice required under these Bylaws or the Declaration shall be delivered in accordance with ORS 94.652 or other applicable law. Notices to the Association shall be delivered to the address of the principal office, or to such other address as may be designated by the Board. Notices to Owners may be delivered personally, by mail or by electronic means approved by the Board, including posting to a secure website or community platform designated by the Association. Each Owner is responsible for providing the Association with a current mailing address and preferred method of notice.

- 10.2 Waiver. The failure of the Association or any Owner to enforce any provision of the Declaration, Bylaws or Rules shall not be deemed a waiver of the right to do so thereafter.
- 10.3 Interpretation. The singular includes the plural and vice versa. The use of any gender includes all genders. Section headings are for reference only and do not affect the meaning of the provisions.
- 10.4 Conflicts. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.
- 10.5 Incorporation by Reference. The Declaration, any recorded supplemental Declarations, and all rules and regulations adopted by the Board are incorporated by reference into these Bylaws as if fully set forth herein.

**BALANCE OF THIS PAGE
INTENTIONALLY
LEFT BLANK**

DATED: _____, 2025.

LITTLE WHALE COVE HOMEOWNERS ASSOCIATION, INC.
An Oregon Nonprofit Corporation

By: _____
Paul Banas, President

By: _____
Molly Dumas, Secretary

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Paul Banas, **President of Little Whale Cove Homeowners Association, Inc.**, an Oregon
nonprofit corporation, on its behalf.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Molly Dumas, **Secretary of Little Whale Cove Homeowners Association, Inc.**, an Oregon
nonprofit corporation, on its behalf.

Notary Public for Oregon

CERTIFICATION

The undersigned President and Secretary of Little Whale Cove Homeowners Association, Inc., an Oregon nonprofit corporation, hereby certify that these 2025 Amended and Restated Bylaws of Little Whale Cove Homeowners Association, Inc. have been adopted in accordance with ORS 94.625.

Paul Banas, President
**Little Whale Cove Homeowners
 Association, Inc., an Oregon nonprofit
 corporation**

STATE OF OREGON)
) ss.
County of _____)

This Certification was acknowledged before me this ____ day of June, 2025, by Paul Banas, President of Little Whale Cove Homeowners Association, Inc., an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon

Molly Dumas, Secretary
**Little Whale Cove Homeowners
 Association, Inc., an Oregon nonprofit
 corporation**

STATE OF OREGON)
) ss.
County of _____)

This Certification was acknowledged before me this ____ day of June, 2025, by Molly Dumas, Secretary of Little Whale Cove Homeowners Association, Inc., an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon

EXHIBIT A
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 1, 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 recorded in Book 1, 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 recorded in Book 1, Page 35, Plat Records.
- Supplemental Declaration of Unit Ownership Little Whale Cove Condominiums: Phase IV recorded March 25, 1980 in Book 111, Page 877 and Plat of Little Whale Cove Condominiums Phase 4 recorded in Book 1, 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 in Book 1, 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. 200318991 and Plat of Innisfree Patio Home Condominium Stage 1, recorded in Book 1, Page 158, Records of Lincoln County Oregon, as the Declaration and Plat are supplemented pursuant to ORS 100.120.

