

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

TABLE OF CONTENTS
2025 AMENDED AND RESTATED
DECLARATION OF CONDITIONS, RESTRICTIONS,
EASEMENTS, RESERVATIONS AND REGULATIONS
LITTLE WHALE COVE HOMEOWNERS ASSOCIATION, INC.

	<u>PAGE</u>
RECITALS	1
ARTICLE I - DEFINITIONS	2
1.1 "Common Area"	2
1.2 "Common Facilities"	2
1.3 "Developer"	2
1.4 "Improvement"	2
1.5 "Plat"	2
1.6 "Private Ways"	2
1.7 "Member" or "Owner"	2
1.8 "Parcel"	3
1.9 "Residential Unit"	3
1.10 "Little Whale Cove" or "LWC"	3
1.11 "Community Association"	3
1.12 "Neighborhood Association"	3
1.13 "Undivided Interest"	3
ARTICLE II - DESCRIPTION OF PROPERTY TO WHICH THE DECLARATION PERTAINS	4
2.1 Association Property	4
2.2 Annexation of Subsequent Developments	4
2.3 Future Development	4
2.4 Additional Private Ways	5
ARTICLE III – PROPERTY RIGHTS	5
3.1 Owners' Exclusive and Non-Exclusive Rights of Use	5
3.2 Architectural Committee	9
3.3 Forest Management Committee	11
ARTICLE IV – LITTLE WHALE COVE HOMEOWNERS' ASSOCIATION	12
4.1 Term	12
4.2 Membership; Voting	12
4.3 Board of Directors	13
4.4 Powers and Obligations	13
4.5 Capital Asset Acquisition	14
4.6 Liability	14
ARTICLE V – LITTLE WHALE COVE CONDOMINIUMS	14
5.1 Delegation of Duties to the Master Association	14
5.2 Future Condominiums	15

5.3	Design of Condominiums	15
5.4	Reserve Funding and Management.....	15
ARTICLE VI – COMMON AREAS AND COMMON FACILITIES		17
6.1	Use of Common Areas.....	17
6.2	LWC Rules.....	17
6.3	Use Fees and Membership-Based Access to Common Facilities.....	17
ARTICLE VII – ANNUAL ASSESSMENTS AND ACCOUNTS FOR OPERATIONS & MAINTENANCE, RESERVES AND ASSET ACQUISITION		18
7.1	Asset Management.....	18
7.2	Annual Assessment.....	18
7.3	Assessment Accounts.....	18
7.4	Special Assessments	19
7.5	Individual Assessments.....	19
7.6	Condominium Assessments	19
7.7	Expenses and Attorneys’ Fees	19
7.8	Lien Rights and Personal Obligation for Assessments	20
ARTICLE VIII -ENFORCEMENT		
8.1	Enforcement Procedure.....	20
8.2	Individual Assessments for Fines and Costs of Enforcement.....	20
8.3	Right to Enter, Cure, and Bill Back Costs to Owner	20
8.4	Suspension of Use and Access Rights	21
8.5	Legal Action and Injunctive Relief.....	21
8.6	Liability for Owner Misconduct	21
8.7	No Waiver of Rights	21
8.8	Cumulative Remedies	21
ARTICLE IX – MISCELLANEOUS PROVISIONS.....		22
9.1	Amendment and Appeal	22
9.2	Duration	22
9.3	Construction; Severability; Number; Captions.....	22
 EXHIBIT I Little Whale Cove Property		
EXHIBIT II Property Annexed to Little Whale Cove		
EXHIBIT III Amendments to Declaration		

**2025 AMENDED AND RESTATED DECLARATION OF
CONDITIONS, RESTRICTIONS, EASEMENTS, RESERVATIONS AND
REGULATIONS LITTLE WHALE COVE HOMEOWNERS
ASSOCIATION, INC.**

RECITALS

This 2025 Amended and Restated Declaration of Conditions, Restrictions, Covenants, Easements, Reservations and Regulations Little Whale Cove Homeowners Association, Inc. (the "Declaration") is made this ____ day of _____, 2025. Pursuant to Section 9.1 of the 2007 Restated Declaration, the Association has voted to amend and restate the 2007 Restated Declaration and replace the same with this Declaration.

- 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 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 Initial Declaration and incorporated April 5, 1977, as a nonprofit corporation under Oregon law.
- D. The Association is governed by the 2007 Restated Bylaws of Little Whale Cove Homeowners Association, Inc. recorded March 17, 2008, as Document number 200803321, records of Lincoln County, Oregon. 2025 Amended and Restated Bylaws are being recorded concurrently with this Declaration.
- E. On June 3, 1999, a Declaration of Merger of Little Whale Condominium Owner's Association into Little Whale Cove Homeowner's Association was recorded in Book 382, Page 1901, records of Lincoln County, Oregon.
- F. Little Whale Cove is a Class I Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.785). The Little Whale Cove Homeowners Association shall be the "Community Association" for all of Little Whale Cove. Condominium or Planned Community Associations within Little Whale Cove shall be referred to as "Neighborhood Associations."
- G. In 2008, pursuant to ORS 94.590(6) the Board prepared, executed and recorded the 2007 Restated Declaration of Conditions, Restrictions, Easements, Reservations and Regulations, recorded March 17, 2008 as Document number 200803320, records of Lincoln County, Oregon ("2007 Restated Declaration").

NOW, THEREFORE, pursuant to Article IX, Section 9.1 of the 2007 Restated Declaration, the undersigned President and Secretary certify that this Declaration was approved by not less than seventy-five percent (75%) of the voting rights of members of the Association. The Initial Declaration is hereby amended and restated to read as follows:

ARTICLE I DEFINITIONS

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

- 1.1 “Common Area” shall mean: 1) all real property owned by the Association for the common use and enjoyment of the Members and the lessees of non-resident Members and which is not included within any Parcel or Residential Unit owned by a Member; (2) all areas designated as such on a Plat, (3) unless otherwise provided for in the Declaration, all portions of a Neighborhood Association that are not within any Parcel, Residential Unit or a limited common element, or (4) defined as common pursuant to the provisions of ORS 94.550(7) and/or ORS 100.005(9).
- 1.2 “Common Facilities” means the trees, hedges, plantings, lawns, shrubs, landscaping, private ways, parking areas, hardscaping, boardwalks, pathways, fences, utilities, berms, drainage swales or culvert’s, pipes, lines lighting fixtures, buildings, structures, swimming pools, locker rooms and restrooms, tennis courts, clubhouse, recreations center, gate house and other facilities constructed or installed or be constructed or installed, or currently located on the Common Area or owned by the Association.
- 1.3 “Developer” shall mean Halvorson-Mason Corporation and its successors and assigns.
- 1.4 “Improvement” shall be defined broadly to include, but not be limited to, any structure, building, play structure, statue, sculpture, installation, utility line, antenna, satellite dish, exterior lighting, fencing, wall, driveway, sidewalk, walking path, landscaping elements (such as fountains, ponds or large plantings), excavation, fill, grading, paving, any other man-made alteration to the exterior appearance of a parcel, structure or residential unit, whether temporary or permanent, and whether placed above, upon, or below the surface of the land, and every other product of construction efforts on or in respect of land.
- 1.5 “Plat” shall mean the plats identified in Exhibit I.
- 1.6 “Private Ways” means the ways of ingress and egress throughout Little Whale Cove such as streets and paths to access Residential Units and Parcels.
- 1.7 “Member” or “Owner” means the person or persons holding the beneficial ownership of a Parcel or a Residential Unit except, however for those having merely a security interest for the performance of an obligation. Membership and 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 Association, concurrently with membership in any Neighborhood Association.

- 1.8 “Parcel” means a platted lot reserved for a single-family Residential Unit within Little Whale Cove.
- 1.9 “Residential Unit” refers to a single, self-contained dwelling, which is designed and intended for use as a single-family residence. Each Residential Unit may be part of a larger building or structure, such as a multi-family dwelling, and is considered to be a separate entity for ownership, taxation and assessment purposes. The term “Residential Unit” includes any improvements or structures directly associated with the dwelling, such as attached garages, patios or balconies, but does not include the common elements or common areas shared by multiple units within a Neighborhood or building.
- 1.10 “Little Whale Cove” or “LWC” means the land described in Article II hereof.
- 1.11 “Community Association” means the Little Whale Cove Homeowners Association, Inc., an Oregon nonprofit corporation (the “Association”). The Community Association includes within its scope all functions assigned to it under the governing documents of the planned community and may perform duties or accept delegation from the Neighborhood Associations, as defined below.
- 1.12 “Neighborhood Association” includes any validly created or authorized association of owners formed to govern or represent one or more of the condominium phases or properties within Little Whale Cove, whether or not currently incorporated or merged, and includes any successor entity or committee to which association responsibilities have been delegated. Neighborhood Associations consist of:
- (a) Innisfree Patio Homes Condominium Homeowners Association, the association of unit owners governing the Innisfree Patio Homes Condominiums;
 - (b) The Pines and The Meadow Houses, developed in five recorded phases and governed, in whole or in part, by the Little Whale Cove Condominium Owners Association (LWCCOA), originally formed in 1978 and administratively dissolved in 1995. Phases I and IV comprise the Meadow Houses; Phases II, III, and V comprise the Pines. These areas remain subject to their recorded condominium declarations and plats under ORS Chapter 100; and
 - (c) Any future association formed as part of Future Development.
- 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 Community Association or a Neighborhood Association, each Residential Unit or Parcel shall share the same percentage interest in the Common Areas equally with all other Residential Units or Parcels within the LWC. 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
DESCRIPTION OF PROPERTY TO WHICH THE DECLARATION PERTAINS

- 2.1 Association Property. Little Whale Cove (herein after “LWC”) consists of the real property described in the legal description attached as Exhibit I, together with other real property from time to time annexed thereto and made subject to this Declaration pursuant to Section 2.2. The amendments by which property was annexed are set forth in attached Exhibit II. All property shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.
- 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.
- 2.3 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 seventy-five (75) condominium units.
- 2.3.2 Tract "D" was never annexed by the developer into the Association and was the subject of a recorded agreement between the Community Association, Plechaty Properties LLC and Halvorson Mason in 2017.
- 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 twenty-five (25) condominium units.
- 2.3.6 Tract "H" of Little Whale Cove No. 3 is reserved for development of up to thirty-four (34) single family units.
- 2.3.7 Tract "J" is reserved for a private way to Lots 156, 157 and 158, and
- 2.3.8 Tract "K" is reserved for a private way 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 which are subject of such annexation.

ARTICLE III PROPERTY RIGHTS

- 3.1 Owners' Exclusive and Non-Exclusive Rights of Use. Every Owner of a Parcel or Residential Unit in the Association shall be entitled to the exclusive use and benefit of such Parcel or Residential Unit, except as otherwise expressly provided herein, and said Parcel or Residential Unit shall be bound by and the Owner thereof shall comply with the following provisions of this Declaration and the 2025 Amended and Restated Bylaws for the mutual benefit of all Owners of property within LWC.
 - 3.1.1 Maintenance. Each Owner shall maintain the grounds and improvements of their Parcel or Residential Unit in a condition that is generally consistent with the overall character of the community, taking into account the natural environment, age and style of structures in the area. Maintenance shall include reasonable efforts to keep the property in good repair and free from hazards, including conditions that may create a fire risk. The Association may adopt guidelines to address minimum maintenance expectations, and the Board may determine when a condition requires remediation to preserve the overall appearance and character of the community.

- 3.1.2 Appearance. Each Owner shall keep the exterior of their Parcel or Residential Unit in a condition that is neat and visually compatible with the surrounding community. Personal property, decorations or stored materials should be arranged in a manner that does not detract from the overall appearance of the neighborhood, create a nuisance or attract pests. Each Owner shall keep any garbage, trash and other refuse on their Parcel or Residential Unit in covered containers, and shall keep such containers and any storage tanks, clothes lines and other service facilities screened from the view of the neighboring Parcels or Residential Units and Common Areas in a manner according to Section 3.2 herein.
- 3.1.3 Residential Use. Individual Parcels or Residential Units are intended to be used exclusively for residential purposes. Limited commercial activity, such as home offices or remote work, is permitted so long as it does not unreasonably disrupt the residential character of the community. The Association, in its sole discretion, shall determine what constitutes an unreasonably disruptive commercial activity based on factors including, but not limited to, increased traffic, noise, parking demands or adverse impacts on Common Areas and neighboring properties. The Association may adopt and enforce reasonable regulations to address such activities to preserve the quiet enjoyment of the community.
- 3.1.4 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, 64, 88, 98, 100, 101, 105, 130, 137, 143, 144, 156, 157 and 185 if so desired by the Owner.
- 3.1.5 Offensive Activities. No noxious or broadly offensive activity shall be carried on in a Parcel or Residential Unit, nor shall anything be done or placed upon any Parcel or Residential Unit which reasonably interferes with or jeopardizes enjoyment of other Parcels, Residential Units or Common Areas within the Association. The Association shall, in its sole discretion, determine what constitutes noxious or broadly offensive activity, and may promulgate regulations regarding such.
- 3.1.6 Animals. A reasonable number of domestic household pets may be kept within a Parcel or Residential Unit, provided they are not bred, raised or maintained for commercial purposes and are controlled in a manner that does not cause excessive disruption or interfere with the quiet enjoyment of others. Disruptive behavior includes, but is not limited to, persistent noise, aggressive behavior, failure to clean up pet waste or damage to property. Pets must be leashed at all times while in Common Areas. Owners are responsible for immediately cleaning up and properly disposing of pet waste in all areas of the community, including Common Areas and private parcels. The Association shall have the sole discretion to determine when an animal's behavior or impact on the community is unreasonable and may require corrective action, including removal if necessary. The Association may establish reasonable regulations regarding pet management and enforcement. This section does not prohibit service animals as defined by the Americans with Disabilities Act ("ADA") or emotional support animals ("ESAs") as required by applicable federal and state fair housing laws. Owners of such animals remain responsible for ensuring

that the animal is under control and does not cause excessive disruption or damage. The Association may request reasonable documentation for ESAs in accordance with applicable law.

- 3.1.7 Signs and Visual Displays. No sign or other visual display shall be placed, affixed or maintained on any Parcel, Residential Unit or within any structure in a manner visible from the exterior, except for a sign identifying the Owner or occupant, a sign advertising the property for sale or rent, or other displays as permitted by law or approved by the Architectural Committee. Each Parcel or Residential Unit shall have no more than one sign or visual display per permitted purpose, and no such sign or display shall be of a size, design or placement that is inconsistent with the character of the community. The Architectural Committee shall have the discretion to establish reasonable guidelines regarding sign size, placement, duration and materials to ensure compatibility with the community's aesthetics. This restriction does not prohibit temporary seasonal decorations, non-commercial flags or other visual displays that comply with applicable guidelines and do not cause excessive disruption or adversely affect neighboring properties.
- 3.1.8 Exterior Lighting or Noise-Making Devices. Unless approved by the Architectural Committee, no exterior lighting or noise-making devices shall be installed or maintained on a private area, except for security systems or other necessary installations as permitted under Section 3.2.
- 3.1.9 Trailers, Campers, Boats and Recreational Vehicles. No trailer, camper, boat or recreational vehicle shall be placed or kept on any Parcel in a manner that causes an unreasonable visual impact on neighboring properties or Common Areas, except for temporary loading and unloading. Any structure or screening intended to house or shield such vehicles shall be subject to approval under Section 3.2. The Association may establish reasonable guidelines regarding acceptable screening methods, taking into account factors such as size, placement, duration and the overall aesthetics of the community.
- 3.1.10 Vegetation Management on Private Parcels. Owners shall maintain vegetation on their Parcels to prevent conditions that increase fire risk, contribute to the spread of invasive species or create an imminent hazard of falling onto neighboring property or Common Areas. The removal, planting or substantial alteration of trees, shrubs or other permanent vegetation on any parcel shall require prior approval under Section 3.2. If the Association determines that vegetation on a Parcel presents a fire hazard, invasive species risk or storm-related safety concern, the Owner may be required to take corrective action, including trimming, pruning or removal. If the Owner fails to comply within a reasonable period after notice, the Association may take appropriate action and assess the cost to the Owner. Nothing in this section shall obligate the Association to require or compel an Owner to alter vegetation for the purpose of preserving or enhancing views. These restrictions do not apply to Common Areas, where the Association retains full discretion over vegetation maintenance, removal and planting.

- 3.1.11 Fires. Open fires are not permitted on private parcels except for barbecue grills or fire pits that are contained within a safe, non-combustible receptacle. Any other outdoor fires must comply with local fire regulations and may only be permitted if allowed by the Association's rules.
- 3.1.12 Utility Services and Charges. Owners are responsible for paying sewer, water, electricity, gas and other utility charges for their Parcel or Residential Unit directly to the utility provider or service district, unless such services are provided through an Association-managed bulk contract. The Association may enter into bulk service agreements for utilities such as cable, internet or other services that benefit the community, with costs allocated to Owners as determined by the Board. Owners are also responsible for repairs and maintenance of utility lines, pipes or connections serving only their Parcel or Residential Unit. The Association shall not be responsible for the cost of repairing or replacing privately owned utility infrastructure, except where repairs involve common area systems or infrastructure maintained by the Association. The Association may establish policies regarding utility service upgrades, shared infrastructure and cost-sharing arrangements where applicable.
- 3.1.13 Utility Easements. Utility easements exist throughout the community to allow for the installation, maintenance and repair of utility services. No Owner shall obstruct or interfere with these easements, including restricting access required for service, repair or replacement of underground or overhead utilities. Owners shall not place permanent structures, fences or landscaping that could interfere with access to or operation of utilities within a utility easement. Any plantings, improvements or modifications made within an easement are done at the Owner's risk and may be removed as necessary for utility access, with no obligation for restoration.
- 3.1.13.1 A five foot utility easement exists on all sides of each Parcel. Provided, however:
- (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 3.1.13.1 is removed and does not apply to Little Whale Cove No. 5.
- 3.1.13.2 An easement over all Private Ways and Common Areas of the Association exists in favor of utility providers, service providers, contractors and emergency personnel as needed for installation and maintenance of power, water and other utility services, for vehicular access, emergency services and for the construction, maintenance and use of the Common Facilities.

3.1.13.3 A non-exclusive easement exists for Owners and invitees use of Private Ways for access and travel subject to Association regulations. The Association owns and maintains all Private Ways and Common Areas for the benefit of the community. Owners and their invitees have a non-exclusive right to use Private Ways and Common Areas, subject to reasonable regulations adopted by the Board.

3.1.14 Rental Restrictions. No Residential Unit within the Association shall be leased, rented or otherwise occupied under any arrangement, whether formal or informal, for a period of less than thirty (30) consecutive days. This restriction applies to all forms of occupancy, including but not limited to vacation rentals, fractional interests and corporate, limited liability company or partnership ownership structures. Ownership by any business entity may not result in occupancy by multiple unrelated persons or use for short-term rentals, fractional interests or timeshares. This provision is intended to preserve the residential character of the community by ensuring that all occupancy arrangements are for a minimum of thirty (30) consecutive days.

3.2 Architectural Committee.

3.2.1 The Architectural Committee shall consist of six (6) members appointed by the Board of Directors for alternating two-year terms, with three (3) members appointed in odd-numbered years and three (3) in even-numbered years. If the committee has fewer than four (4) members or is unable to function, the Board may assume its responsibilities until the committee is reconstituted.

3.2.2 No Owner shall construct, reconstruct, alter, refinish or maintain any Improvement upon, under or above any Parcel or Residential Unit, or make any significant 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, all of which are visible from any other Parcel or Common Area within the Association (hereafter referred to as "Work") unless the Owner has first obtained the consent thereto of the Architectural Committee acting in accordance with this Section 3.2.

The Architectural Committee may in its sole discretion withhold consent to any proposed Work if the Architectural Committee finds that the proposed Work would be inappropriate for the particular Parcel or incompatible with the design standards of the Association. Considerations such as siting, shape, size, color design, height, impairment of view from other Parcels or Residential Units within the Association, and any other factors which the Architectural Committee reasonably believes to be relevant, may be taken into account by the Architectural Committee in determining whether or not to consent to any proposed Work. The consideration of such factors does not imply the granting of any right to a specific view or any other specific aesthetic outcome.

The Architectural Committee shall review and respond to any request for approval of proposed Work within thirty (30) days of receipt of all required documentation. If the Architectural Committee fails to respond within this period, the request shall be deemed denied. In the event that an Owner's request is denied, the Owner may submit a written appeal to the Board of Directors within fifteen (15) days of the denial. The Board shall review the appeal and issue a final decision within thirty (30) days of receipt. All proposed Work must comply with the design guidelines established by the Association, which shall be made available to all Owners and updated periodically to reflect the evolving standards of the community.

- 3.2.3 Duties and Rules. The Board of Directors shall adopt, amend and repeal Architectural Rules and Design Guidelines, which shall govern the Architectural Committee's review process and design standards. The Architectural Committee shall interpret and apply these rules in reviewing applications. A current copy of such Architectural Rules and Design Guidelines and procedures shall be kept on file at the principal office of the Community Association at all times. Such Architectural Rules shall have the same force and effect as if set forth herein as a part of this Declaration.
- 3.2.4 Inspection and Compliance. All approved Work must be completed in substantial compliance with the plans and specifications submitted to the Architectural Committee. All approved Work must be substantially completed within twelve (12) months of the date of approval unless an extension is granted in writing by the Architectural Committee. The Committee or its designee may conduct an inspection upon completion to verify compliance with approved Work. If Work is found to deviate from approved plans or is otherwise non-compliant with this Declaration, the Owner may be required to make modifications or restore the property to its prior condition at the Owner's expense.
- 3.2.5 Estoppel Certificate. Upon written request from an Owner, the Board of Directors shall, within thirty (30) days, issue an estoppel certificate confirming, as of the date of issuance, one of the following:
 - 3.2.5.1 All Improvements and other work on the property comply with this Declaration and were completed in accordance with any prior Architectural Committee approval, if applicable;
 - 3.2.5.2 Such Improvements or work do not comply, specifying the reasons for noncompliance; or
 - 3.2.5.3 The Improvements were approved but not yet completed, noting any applicable conditions of approval that remain outstanding.

The estoppel certificate shall be based on records maintained by the Architectural Committee and may include any conditions that must be satisfied for compliance. Any purchaser or mortgagee of a property within the Association may rely on the estoppel certificate as conclusive evidence of the matters stated therein against the Association and all property Owners within the community.

- 3.2.6 Liability. Neither the Architectural Committee, the Board of Directors, nor any individual member thereof shall be liable to any Owner or the Association for any loss, damage or claim arising from the approval, disapproval or enforcement of any architectural matter, provided that such action was taken in good faith and in accordance with the information reasonably available at the time. This liability protection extends to the Board when acting in place of the Architectural Committee.

3.3 Forest Management Committee.

- 3.3.1 The Forest Management Committee ("FMC") shall be a standing committee formed by the Board of Directors. The FMC has three primary areas of responsibility: 1) maintain and plan for future health of all Common Area forests, shrubs and plants and other vegetation; 2) develop and maintain fire risk mitigation plan and annual tasking to address concerns; and 3) control and eradicate invasive species (e.g., English Ivy, Scotch Broom and Himalayan Blackberry) from the Association.
- 3.3.2 The FMC shall consist of three (3) to five (5) members, appointed by the Board for staggered two-year terms. If the committee has fewer than three (3) members or is otherwise unable to function, the ARC may assume its responsibilities until it is reconstituted. The FMC shall act as an advisory group to the Architectural Committee on all matters within its purview.
- 3.3.3 The FMC is authorized to take direct action within the scope of Board-approved directives and the Association's budget, including but not limited to removing invasive species, implementing fire mitigation measures and maintaining native vegetation in Common Areas. The FMC may issue notices to Owners regarding vegetation-related violations, including failure to remove invasive species, overgrown or dead vegetation creating a fire hazard or other conditions inconsistent with community standards. Such notices shall specify the corrective action required and a deadline for compliance. If an Owner fails to comply, the matter may be referred to the Board for further enforcement action, including remedial work at the Owner's expense, as permitted under the governing documents.

The FMC shall operate under policies and procedures established by the Board and shall not enter into contracts or make expenditures beyond its approved budget without Board approval. The Board retains final authority over all decisions affecting Common Area vegetation management and private Parcel enforcement actions.

ARTICLE IV
LITTLE WHALE COVE HOMEOWNERS' ASSOCIATION

The Community Association is a Master Association consisting of all of the Owners of property within the Association, including Parcels and Residential Units. The Association shall have property, powers and obligations as set forth in this Declaration for the benefit of the Association and all owners of property, Parcels and Residential Units located therein.

- 4.1 Term. The Association shall exist perpetually as provided in its Articles of Incorporation. If the Association is inadvertently or deliberately dissolved, it shall automatically be succeeded by an unincorporated association with the same name. In such an event, all property, powers and obligations of the incorporated Association shall automatically vest in the successor entity. The Board of Directors shall immediately take all necessary steps to reinstate the corporation, holding all Association property in trust during the reinstatement period.
- 4.2 Membership; Voting. Every Owner of one or more Parcels or Residential Units within the Association shall, during the entire period of such Owner's ownership of one or more Parcels or Residential Units within the Association, be a member of the Association. Such membership shall commence, exist and continue solely and simply by virtue of such ownership, and shall expire automatically upon termination of such ownership. Membership need not be confirmed or evidenced by any certificate or acceptance of membership.
- 4.2.1 Each Owner shall have one vote on all matters submitted to the membership of the Association for each Parcel or Residential Unit owned by such Owner within the Association.
- 4.2.2 Proxies. A vote may be cast in person or by proxy. A proxy is a written authorization signed and dated by an Owner appointing another person to vote on their behalf at a specific meeting of the Association. A proxy is valid only for the meeting designated in the proxy and any properly reconvened session of that meeting but shall not be valid for more than eleven (11) months from the date of execution unless a shorter period is stated. A proxy may be revoked at any time before the vote is cast by submitting a written revocation to the Secretary, delivering a subsequently dated proxy or attending the meeting in person and voting.
- 4.2.3 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association provided they present satisfactory evidence of their authority to the Secretary in advance of the vote. Whenever any Residential Unit is owned by two or more persons jointly, the vote of such unit may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of such protest, no one co-Owner shall be entitled to vote without the approval of all co-Owners. In the event of disagreement among the co-Owners, the vote of such Residential Unit shall be disregarded.

- 4.2.4 Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the voting interests, present in person or by proxy, shall constitute a quorum.

When a quorum is once present to organize a meeting, it cannot be broken by subsequent withdrawal therefrom. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. If stated in the notice of the meeting, the quorum at the reconvened meeting shall be one-half of the quorum requirement applicable to the immediately preceding meeting, unless a higher percentage is required by law or these governing documents. This process may continue until a quorum is met, but in no event shall a quorum be reduced to less than twenty percent (20%) of the voting interests.

- 4.2.5 Majority Vote. The vote of fifty percent (50%) plus one (1) vote of the voting interests that are present in person or by proxy at a meeting at which a quorum is constituted, shall be binding upon all voting interests for all purposes except where a higher percentage vote is required by law, by this Declaration or by the Bylaws.

- 4.3 Board of Directors. The affairs of the Association shall be conducted by a board of directors ("Board of Directors" or "Board"). The Board of Directors shall consist of five (5) members elected by the Association membership. Directors shall serve staggered three-year terms, with elections held annually to replace or re-elect a portion of the Board. Vacancies may be filled by Board appointment until the next scheduled election. Directors may serve consecutive terms unless otherwise restricted by the Bylaws.

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

- 4.4.1 The powers and obligations granted directly to the Association by this Declaration.
- 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 Association pursuant to this Declaration or otherwise promoting the general benefit and property value of owners of Parcels and Residential Units within the Association.

The powers and obligations of the 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 Association, or as required by changes in applicable law, including but not limited to the Oregon Planned Community Act (ORS Chapter 94), the Oregon Condominium Act (ORS Chapter 100), or the Oregon Nonprofit Corporation Act (ORS Chapter 65), as applicable.

- 4.5 Capital Asset Acquisition. The acquisition of any new capital asset as defined in Section 7.3.3, the cost of which exceeds twenty percent (20%) of the annual budget, shall require approval by at least sixty-six and two-thirds percent (66.67%) of the total voting interests in the Association, regardless of attendance at the meeting. This requirement shall not apply to the replacement or repair of existing assets funded through the Association's reserve account or annual budget.
- 4.6 Liability. Neither the Association, nor any officer, director or committee member shall be liable to any Owner for any damage, loss or claim arising from any action or failure to act by the Association, its Board of Directors or any committee, provided that the individual acted in good faith, within the scope of their authority and based on the information reasonably available at the time. This limitation of liability shall not apply in cases of willful misconduct, fraud, or gross negligence.

ARTICLE V LITTLE WHALE COVE CONDOMINIUMS

- 5.1 Delegation of Duties to the Master Association. The Community Association may assume responsibility for the administration, maintenance, assessment collection and reserve management duties of any Neighborhood Association within the Association, including but not limited to the various condominium associations. This authority shall be exercised in accordance with the provisions set forth in this Declaration, and may be initiated upon mutual agreement between the Community Association and Neighborhood Associations.
- 5.1.1 Assumption of Duties in the Absence of a Validly Elected Board or Separate Association Entity. In the event that any Neighborhood Association fails to maintain a validly elected Board of Directors, or if any Neighborhood Association is not formed or ceases to exist as a separate legal entity, the Community Association shall have the authority to fully assume all administrative, operational and financial duties. This includes, but is not limited to, the management of Common Areas, collection of assessments, maintenance of reserves and enforcement of community rules. The Community Association may take any actions necessary to ensure the continued operation and governance of the Neighborhood Association's affairs for the benefit of its members and the community as a whole.
- 5.1.2 Partial Delegation of Administrative Duties by a Validly Elected Board or Separate Entity. In cases where a Neighborhood Association has a validly elected Board of Directors or exists as a separate legal entity, the Board may choose to delegate certain administrative responsibilities to the Community Association while retaining control over others. Such delegation may include, but is not limited to, tasks such as financial management, record-keeping, assessment collection or common area maintenance. The specific duties to be delegated must be clearly outlined in a written agreement between the Neighborhood Association's Board and the Community Association, ensuring that the autonomy in areas not delegated is respected. The Community Association shall perform the delegated duties in

accordance with the terms of this agreement, while the Neighborhood Association retains responsibility for any duties not expressly delegated.

5.2 Future Condominiums.

5.2.1 Developer expressly reserves the right to annex contiguous property to the Association, and subject such additional property to unit ownership in the manner provided by ORS Chapter 100 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.

5.2.2 Developer may convert six Pine condominium pads to zero lot line single family residences and shall be considered part of the Community Association only (specifically Lots 18-22). The future single family residences will have the same general appearance as the existing Pine Condominiums.

5.2.3 Condominium Owners' Association. In such event, Developer shall form, using a format similar to that used in creating the Community Association, a condominium owners' association, which shall be a Neighborhood Association.

All condominium owners shall be voting members of both the Community Association and the Neighborhood 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 Reserve Funding and Management.

5.4.1 Unified Reserve Study. The Community Association shall maintain a comprehensive Reserve Study that includes all Common Property and assets within the Association, including those of the Neighborhood Associations. This Reserve Study will guide the reserve funding and expenditures necessary for the maintenance, repair and replacement of these assets.

5.4.2 Separate Reserve Accounts and Funding Levels. The Community Association shall maintain a Reserve Account to fund major maintenance, repair and replacement of shared Common Facilities available to all members. All owners shall contribute to this reserve account on a pro rata basis, regardless of whether their Neighborhood Association maintains a separate Reserve Account.

5.4.2.1 Each Neighborhood Association may choose to either (a) maintain its own separate Reserve Account or (b) integrate its reserves into the Association's Reserve Account. The Reserve Account for any Neighborhood Association that maintains a separate reserve be funded by assessments specific to its members. The Reserve Account for each Neighborhood Association shall be established and maintained in the name of the Neighborhood Association in compliance with ORS 94.595 or ORS 100.175 as applicable. The reserve

funding level for each Neighborhood Association may differ from that of the Community Association depending on the specific decisions made by the Neighborhood Association's board.

- 5.4.3 Integration into Community Association Reserve Account. If a Neighborhood Association's reserve items are included in the Community Association's Reserve Study and managed by the Community Association, the corresponding reserve funds shall be deposited into the Community Association's Reserve Account. These funds shall be used exclusively for the maintenance, repair and replacement of the Neighborhood Association's assets as outlined in the Reserve Study. The Community Association shall maintain a clear accounting for each Neighborhood Association's contributions and expenditures within the Community Association's Reserve Account.
- 5.4.4 Standardization of Reserve Funding Levels. To avoid administrative complexity, the reserve funding level for all assets managed under the Community Association's Reserve Study shall be standardized. The Community Association Board shall establish a uniform funding level across all assets to ensure consistency and financial stability. This approach will eliminate the complications of managing different funding levels for different assets within the same Reserve Account.
- 5.4.5 Use of Reserve Funds. Funds within the Community Association's Reserve Account, including those allocated for Neighborhood Association assets, shall be used in accordance with the purposes outlined in the Reserve Study. These funds are not to be earmarked for specific assets or Neighborhood Associations once integrated into the Community Association's Reserve Account; instead, they shall be available for any reserve-eligible expenditure as determined by the Reserve Study and the Community Association Board.
- 5.4.6 Adjustments for Neighborhood Associations with Independent Reserve Studies. Neighborhood Associations that maintain their own independent Reserve Study and reserve account shall not have their assets included in the Community Association's Reserve Study. In such cases, the Neighborhood Association is responsible for the maintenance, repair and replacement of its own assets funded through its own reserve account. The Community Association will not collect or manage reserve funds for these Neighborhood Associations, and their assets will be excluded from the Community Association's Reserve Study.
- 5.4.7 Compliance with Statutory and Bylaw Requirements. All reserve accounts, whether maintained by the Community Association or by individual Neighborhood Associations, shall comply with the statutory requirements under ORS 94.595 and ORS 100.175 as applicable. Reserve funds shall be used only for the purposes for which they have been established, and all expenditures must be approved by the respective governing body (Community Association or the Neighborhood Association's Board).

ARTICLE VI
COMMON AREAS AND COMMON FACILITIES

The Owners of Parcels and Residential Units within the Association and their respective invitees shall be entitled to the exclusive use and benefit of the Common Areas and Common Facilities within the Association, subject to the following and all other provisions of this Declaration.

6.1 Use of Common Areas.

6.1.1 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 the Board may otherwise specifically permit.

6.1.2 Motorcycles, fully electric ebikes and scooters and other motor vehicles, except for motorized wheelchairs, shall not be permitted on any Common Areas other than Private Ways, driveways and designated parking areas; which shall be subject to rules and regulations promulgated by the Association. Owners of Parcels or Residential Units within the Association may permit their guests and invitees to use the Common Areas for the purpose herein specified.

6.2 LWC Rules. In the exercise of its powers and performance of its obligations pursuant to this Declaration, the Board 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” or “LWC Rules” to provide for the use and maintenance of Common Areas and other Common Facilities within the Association; and to provide for services for the general benefit of all Owners. Such LWC Rules shall have the same force and effect as if set forth herein as a part of this Article. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be published to each Owner by the Secretary. A current copy of such LWC Rules shall be kept on file at the principal office of the Association at all times.

6.3 Use Fees and Membership-Based Access to Common Facilities. The Board of Directors shall have the authority to establish fees to defray the operating and routine maintenance costs of recreational activities and Common Facilities, including but not limited to the pool and recreation center. Such fees shall be in addition to any other assessments levied by the Association.

6.3.1 The Board may also create and administer a membership-based access program for designated Common Facilities, under which a class of Owners may be required to pay a use fee or membership dues in exchange for access. The Board shall have full discretion to determine eligibility, fee structures and operational rules for such a program, including whether participation is voluntary or mandatory for certain classes of Owners. Any such program shall be implemented in a manner that ensures the continued financial stability of the Association.

ARTICLE VII
ANNUAL ASSESSMENTS AND ACCOUNTS FOR
OPERATIONS & MAINTENANCE, RESERVES AND ASSET ACQUISITION

- 7.1 Asset Management. The Association shall manage, operate and maintain, through its staff, committees and contractors, all of the assets of the Association, including the Common Facilities, Private Ways and Common Areas and all improvements thereon of whatever kind for whatever purpose. The source of financing to accomplish this will be through annual assessments supplemented as necessary by special assessments and individual assessments as outlined in this Declaration.
- 7.2 Annual Assessment. The Board of Directors shall assess and collect from every Owner an annual assessment, which shall be a continuing lien upon the Owner's Parcel or Residential Unit and a personal obligation of the Owner. The annual assessment shall be determined each year by the Board no later than June 1 and shall cover the fiscal year from July 1 through June 30 of the following year. Annual assessments shall be payable in a lump sum with a three percent (3%) discount if paid in full by August 1, or may be paid in twelve (12) equal monthly installments, due on the 10th day of each month. Failure to pay the annual assessment in full or make timely monthly payments shall subject the Owner to late fees, interest, collection costs and potential lien enforcement, as described in Section 7.7.
- 7.3 Assessment Accounts. The collected annual assessments will be separated into three accounts each designated for specific purposes and managed in accordance with generally accepted accounting principles (GAAP).
- 7.3.1 Operations & Maintenance Account. This account is for the daily management, operations and routine maintenance of the Association and all of its assets, including administration, insurance, utilities, maintenance, supplies and equipment, staff wages and benefits and contracted services.
- 7.3.2 Reserves Account. This account is designated for long-term repair and replacement of Association assets, ensuring that costs are fairly distributed over a 30-year timeline. Reserve funding shall comply with ORS 94.595. These assets include all private ways and recreational facilities which are listed in the Community Reserve Study. Reserve funds may be borrowed for unanticipated operational expenses or high seasonal demands only on a resolution of the Board to repay the funds compliant with ORS 94.595(6).
- 7.3.3 Asset Acquisition. This account is for the Association to acquire a new capital asset (useful life of more than one (1) year and cost exceeding \$2,000). Any commitment to acquire a new capital asset exceeding twenty percent (20%) of the annual budget requires approval per Section 4.5. The asset acquisition account is discretionary and any funds may be used for operations or reserves as determined by the Board.

7.4 Special Assessments. The Board of Directors may levy a special assessment in addition to the annual assessment when necessary to address unanticipated expenses, emergency repairs, budget shortfalls or legally required expenditures. Special assessments may also be imposed to cover the costs of capital improvements or major repairs that are not fully funded through existing reserves. Any special assessment shall require approval by a majority vote of the Board, except for capital asset acquisitions, which shall be subject to the voting requirements set forth in Section 4.5. Special assessments shall be payable either in full or in installments, as determined by the Board, and shall be subject to the same collection procedures as annual assessments.

7.5 Individual Assessments. The Board of Directors may assess an Owner for any common expense caused by the misconduct, negligence or failure to comply with the governing documents by the Owner, the Owner's guests, tenants or invitees. Such an assessment may include, but is not limited to, costs incurred by the Association for repairing damage to Common Areas or Common Facilities, legal fees associated with enforcement actions and any other expense that arises due to an Owner's acts or omissions.

If the Board determines that a common expense exclusively benefits one or more Owners, but not all Owners generally, that expense may be assessed against the Owners benefited. Limited benefit assessments may include, but are not limited to, maintenance, repair or replacement costs associated with Common Elements or shared facilities that exclusively serve one or more, but fewer than all, Owners.

7.5.1 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 per annum to be set by the Board of Directors, which rate may be modified by the Board prior to the beginning of each calendar year and applicable for that year, but such rate shall not exceed the lawful rate of interest under the laws of the State of Oregon.

7.6 Condominium Assessments. Condominium owners shall be responsible for all assessments and fees imposed by the Association, in addition to any assessments levied by their respective Neighborhood or Condominium Associations for the maintenance, repair and replacement of assets within their specific association. If there is a conflict between the obligations set forth in this Declaration and those in a Neighborhood or Condominium Association's governing documents, the financial obligations to the Association shall take precedence with respect to common area maintenance, assessments and other shared financial responsibilities.

7.7 Expenses and Attorneys' Fees. In the event the Association brings any suit or action to enforce this Declaration, to collect any money due to it, 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.

- 7.8 Lien Rights and Personal Obligation for Assessments. All assessments, fees and charges levied under this Article shall constitute a personal debt of the Owner from the time the assessment is due. If multiple Owners hold title to a property, they shall be jointly and severally liable for the full amount. Sale or transfer of the Parcel by the Owner shall not release such Owner from the personal liability imposed hereunder. The Board may impose late fees and interest on past-due assessments at a rate permitted by Oregon law. Owners shall also be responsible for all costs of collection, including reasonable attorney's fees, lien recording fees and court costs. 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. The Association lien is subject to foreclosure as set forth in ORS 94.709. No Owner shall be exempt from the obligation to pay assessments by waiving the use or enjoyment of Common Facilities, declining participation in Association activities, or disputing the decisions of the Board.

ARTICLE VIII ENFORCEMENT

- 8.1 Enforcement Procedure. The Association, acting through its Board of Directors, shall have the authority to enforce compliance with this Declaration, the Bylaws, and any duly adopted rules and regulations. Enforcement may include the imposition of fines, suspension of use rights, self-help measures, legal action or any other remedies permitted by this Declaration, the Oregon Planned Community Act (ORS Chapter 94), the Oregon Condominium Act (ORS Chapter 100) or the Oregon Nonprofit Corporation Act (ORS Chapter 65). The Board shall have discretion in determining the appropriate enforcement measures and may establish a schedule of fines and penalties for violations.

The Board of Directors shall establish procedures to identify and cause to be corrected any violation of the provisions of this Declaration. Such procedures will include notice to the offending party of a violation, requirement to correct with reasonable time to do so, an appeal process of the Association finding and whatever actions the Association may take to cause correction. The Board shall establish such procedures and appeal process, and may amend it from time to time. A current copy of such procedures and appeal process shall be kept on file at the principal office of the Association at all times.

- 8.2 Individual Assessments for Fines and Costs of Enforcement. The Board may impose fines as an individual assessment against an Owner who violates this Declaration, the Bylaws or the rules and regulations of the Association. Each day a violation continues after notice may be considered a separate violation, subject to additional fines as determined by the Board. Fines shall constitute an individual assessment enforceable in the same manner as other assessments, including through lien and collection procedures. In addition to fines, the Association may recover any costs incurred in enforcing compliance, including but not limited to legal fees, administrative costs and expenses associated with corrective actions.

- 8.3 Right to Enter, Cure, and Bill Back Costs to Owner. If an Owner fails to maintain their property in compliance with the Association's governing documents, or if a violation presents a health or safety risk, causes damage to Common Areas, or otherwise adversely affects the community, the Association shall have the right, after providing reasonable notice, to enter upon the property to cure the violation. The Association may perform any necessary maintenance, repair or corrective action, and the costs of such work, including labor, materials and administrative fees, shall be assessed to the Owner as an individual assessment. The cost of curing the violation shall constitute an assessment enforceable as a lien on the property in accordance with this Declaration and applicable Oregon law.
- 8.4 Suspension of Use and Access Rights. If an Owner fails to comply with this Declaration, the Bylaws or the rules and regulations of the Association, the Board may, after notice and an opportunity to be heard, suspend the Owner's right to use certain Common Facilities and amenities, including but not limited to the pool, recreation center and other non-essential Association-maintained areas. Suspension shall not affect access to the Owner's residence, the roads or any other areas necessary for ingress, egress or essential services. Suspension of use rights shall continue until the violation is cured and any associated fines, assessments or costs have been paid in full.
- 8.5 Legal Action and Injunctive Relief. The Association may initiate legal proceedings, including but not limited to seeking a temporary restraining order, injunctive relief or specific performance, to compel compliance with this Declaration, the Bylaws or the rules and regulations. The Association shall be entitled to recover all reasonable attorneys' fees, court costs and other expenses incurred in enforcing compliance.
- 8.6 Liability for Owner Misconduct. Each Owner shall be responsible for ensuring that their guests, tenants, invitees and contractors comply with the governing documents. Violations committed by such persons shall be deemed violations by the Owner, subjecting the owner to enforcement actions, fines and assessments.
- 8.7 No Waiver of Rights. Failure by the Association or any Owner to enforce any provision of this Declaration, the Bylaws or the rules and regulations shall not constitute a waiver of the right to enforce that provision at a later time. The Board may, in its discretion, grant limited waivers or variances where strict compliance would create an undue hardship, provided such waivers do not materially affect the rights of other Owners or the financial stability of the Association.
- 8.8 Cumulative Remedies. All rights and remedies set forth in this Article shall be cumulative and shall not preclude the Association from pursuing any additional legal or equitable remedies available under Oregon law.

ARTICLE IX
MISCELLANEOUS PROVISIONS

- 9.1 Amendment and Repeal. This Declaration, or any provision thereof, 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 or such higher percentage as required by law.

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 the Association and the Owners thereof shall continue to run with the property and be and remain in full force and effect at all times with respect to all property within the Association and the Owners thereof for successive additional periods of ten (10) years each.

The continuation 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 ten (10) year 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 the Association.

Any such termination shall become effective only if a certificate of the secretary of 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 three (3) months prior to the intended termination date.

- 9.3 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.

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 Declaration of Conditions, Restrictions, Easements, Reservations and Regulations Little Whale Cove Homeowners Association, Inc. have been adopted in accordance with Article IX, Section 9.1 of the 2007 Restated Declaration and 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 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 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.

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 July 27, 1981 in Book 125, Page 2293 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 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 recorded on March 24, 1977 in Book 73, Page 1190

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

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

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

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

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

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

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

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

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

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

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

2007 Restated Declaration of Conditions, Restrictions, Easements, Reservations and Regulations Little Whale Cove Homeowners Association, Inc. recorded on March 17, 2008 as 200803320

