# Skyline Ranch Home Owners Association

Budget




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# Skyline Ranch Home Owners Association
# 2026 Budget - Final

| Account | 2026 Budget | 2025 Budget | 2026 vs 2025 Budget | 2026 Monthly General Assessment |
|---|---|---|---|---|
| **Income - Operating** | | | | |
| **Owner Assessments** | 72,258.00 | 72,258.00 | - | 100.36 |
| **Income - Operating Subtotal** | 72,258.00 | 72,258.00 | - | 100.36 |
| | | | | |
| **Income - Reserves** | | | | |
| **Owner RSRV Income** | 53,905.08 | 53,905.08 | - | 74.87 |
| **Income - Reserves Subtotal** | 53,905.08 | 53,905.08 | - | 74.87 |
| | | | | |
| **Expense - Common Area Maintenance** | | | | |
| **Grounds Maintenance** | 31,800.00 | 31,800.00 | - | 44.16 |
| **Snow Removal** | 13,570.00 | 13,570.00 | - | 18.85 |
| **Wildlife Habitat Management** | 6,000.00 | 6,000.00 | - | 8.33 |
| **Expense - Common Area Maintenance Subtotal** | 51,370.00 | 51,370.00 | - | 71.34 |
| | | | | |
| **Expense - General Administration** | | | | |
| **Management** | 11,160.00 | 11,160.00 | - | 15.50 |
| **Postage** | 240.00 | 240.00 | - | 0.33 |
| **Operating Supplies** | 609.96 | 609.96 | - | 0.85 |
| **License & Fees** | 50.00 | 50.00 | - | 0.07 |
| **Website** | 288.00 | 288.00 | - | 0.40 |
| **Audit/Review/Tax Return** | 250.00 | 250.00 | - | 0.35 |
| **Legal** | 450.00 | 450.00 | - | 0.63 |
| **Insurance** | 2,440.00 | 2,440.00 | - | 3.39 |
| **Other Fees - Design Review** | 5,400.00 | 5,400.00 | - | 7.50 |
| **Expense - General Administration Subtotal** | 20,887.96 | 20,887.96 | - | 29.02 |
| | | | | |
| **Total Expenses** | 72,257.96 | 72,257.96 | - | 100.36 |

# Skyline Ranch Home Owners Association

Covenants, Codes and Regulations



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Deschutes County Official Records 2021-07241
Nancy Blankenship, County Clerk

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02/03/2021 02:03 PM

D-CCR Cnt=1 Stn=11 JS
$370.00 $11.00 $61.00 $10.00 $6.00 $458.00

After Recording Return to:
Schwabe, Williamson & Wyatt, PC
Attention: Tia M. Lewis
360 SW Bond Street, Suite 400
Bend, Oregon 97702

# DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKYLINE RANCH SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKYLINE RANCH SUBDIVISION (this "**Declaration**"), made effective upon its recording in Deschutes County, Oregon, is executed on the date hereinafter set forth by Skyline Ranch Development, Inc., an Oregon corporation, whose address is 63285 Skyline Ranch Road, Bend, Oregon 97703 ("**Declarant**").

## WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Deschutes County, Oregon and more particularly described on attached **Exhibit A** (the "**Property**");

WHEREAS, Declarant desires to develop the Property as a master planned community known as *Skyline Ranch Subdivision* (the "**Subdivision**"), as shown on the duly recorded plat filed in the Official Records of Deschutes, County, Oregon. The Subdivision is Class I planned community as defined in, and is subject to, the Oregon Planned Community Act, being ORS 94.550 to 94.783 (as amended from time to time).

NOW, THEREFORE, Declarant declares that the real Property described on the attached Exhibit A, an dany property subsequently annexed under this Declaration shall be held, sold, hypothecated, and conveyed subject to the covenants, conditions, and restrictions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each lot and other portions of the Property in order to maintain within the Property a community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE 1 - DEFINITIONS

### 1.1 "Act"

"**Act**" shall mean the Oregon Planned Community Act, being ORS 94.550 et seq., as amended from time to time.

### 1.2 "Annual Assessments"

"**Annual Assessments**" shall mean Base Assessments, Reserve Account Assessments, and any Specific Assessments which may be levied by the Association in each of its fiscal years pursuant to the terms of Article 3.

### 1.3 "ARC"

"**ARC**" shall mean the architectural review committee established pursuant to the terms of Section 8.1.

### 1.4 "Articles"

"**Articles**" shall mean the Articles of Incorporation for the Association.

### 1.5 "Association"

"**Association**" shall mean the Skyline Ranch Homeowners Association ("HOA"), an Oregon nonprofit corporation, established for the purposes set forth herein.

### 1.6 "Base Assessments"

"**Base Assessments**" shall mean the assessments imposed upon all Lots for services rendered or expenses incurred by the Association pursuant to the terms of Section 4.3.

### 1.7 "Board"

"**Board**" shall mean the Board of Directors of the Association.

### 1.8 "Builder"

"**Builder**" shall mean any individual or company who purchases one or more Lots for the purpose of constructing Units for resale to consumers in the ordinary course of its business.

### 1.9 "Bylaws"

"**Bylaws**" shall mean the Bylaws of the Association, as amended from time to time. The Bylaws shall be adopted pursuant to ORS 94.625 and recorded in the Deed Records of Deschutes County, Oregon. A copy of the Bylaws is attached as **Exhibit B**.

### 1.10 "COL Agreement"

shall mean the Agreement dated June 19, 2018, between Central Oregon Landwatch, an Oregon non-profit corporation, and Declarant's predecessor in interest to the Property, CCCC, LLC, an Oregon limited liability company.

### 1.11 "Common Areas"

"**Common Areas**" shall mean only those portions of the Property together with any improvements located thereon which is established for the common use and benefit of the property owners within Skyline Ranch subdivision and identified as common area in this declaration, on a plat of any portion of the property, in an amendment to this declaration or in a supplemental Declaration of Annexation. The Common Areas shall also include all other real or personal property the Association owns, leases or otherwise holds possessory rights to or use rights in for the common use and enjoyment of the Owners. Common areas shall include all private roads shown on the plat. The definition of "Common Areas" specifically excludes Lots.

### 1.12 "Common Maintenance Areas"

"**Common Maintenance Areas**" shall mean that property and/or Improvements for which the Association bears certain responsibilities as described herein to operate and/or maintain and/or repair and/or replace and/or insure. Common Maintenance Areas include the Common Areas, but also may include other property and/or Improvements owned by Owners or third parties. Except for the Conservation Areas, the Resource Management Corridors, and Skyline Ranch Road (until acceptance as a county road by Deschutes County), the Association shall not be responsible for maintaining, insuring and/or replacing real property that it does not own, though it may choose to do so, if the Board, in its sole discretion deems the same to be in the best interests of the Association. The Common Maintenance Areas shall include the following:

A. The Conservation Areas;

B. The private road tracts;

C. The Resource Management Corridors.

D. Any areas within private road tracts or public rights of way that are developed as multi-use paved paths, landscaped and/or irrigated by Declarant and/or the Association, and the improved portion of Skyline Ranch Road within the Property until it is accepted as a county road by Deschutes County;

E. Utilities that serve Common Maintenance Areas;

F. Any neighborhood identification signs or street identification signs, including but not limited to traffic control and parking signs installed by Declarant and/or the Association; and

G. Any areas within private road tracts, public rights-of-way, public easements, tracts, public parks or any other property (including improvements) that the Board deems necessary or appropriate to maintain for the common benefit of the Owners, or for which maintenance is required by written agreement such as the COL Agreement.

Until the Turnover Meeting, the Declarant shall have the right to (a) designate additional Common Maintenance Areas (which may include additional Common Areas) in the future; and (b) to remove Common Maintenance Areas (but excluding Common Areas unless approved by a vote of the Owners) by recordation of a duly approved amendment to this Declaration or by recordation of a supplemental declaration or Declaration of Annexation.

### 1.13 "Conservation Areas"

"Conservation Areas" shall mean only those portions of the Property that are designated as a "Conservation Area" on the Plat, or any other recorded plats of real property made subject to this Declaration, the use and ownership of which is described in Section 5.9 below.

### 1.14 "Conversion Date"

"**Conversion Date**" shall be the date upon which Class "B" membership (as defined in Section 2.3) shall cease and be converted to Class "A" membership (as defined in Section 2.3). Such date shall be the date which is the earliest of (i) three (3) years after all of the property within the Development Plan has been developed and one hundred percent (100%) of the Lots in the last area to be annexed to this Declaration have been conveyed to persons or entities other than Declarant or an Affiliate; or (ii) fifteen (15) years after conveyance of the first Lot to a Class "A" member; or (iii) at such earlier time as Declarant may elect in writing to terminate Class "B" membership as evidenced by a recorded document executed by Declarant to that effect.

### 1.15 "County"

"**County**" shall mean Deschutes County, Oregon.

### 1.16 "Declarant"

"**Declarant**" shall mean Skyline Ranch Development, Inc., an Oregon corporation, its successors and assigns, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

### 1.17 "Declaration"

"**Declaration**" shall mean this Declaration of Protective Covenants, Conditions, and Restrictions for Skyline Ranch Subdivision and any amendments and supplements thereto made in accordance with its terms.

### 1.18 "Development Plan"

"**Development Plan**" shall mean the development plan approved by Deschutes County, as the same may hereafter be amended.

### 1.19 "Design Guidelines"

"**Design Guidelines**" shall mean the design guidelines adopted by the ARC or Declarant pursuant to Section 6.2, as amended or modified from time to time.

### 1.20 "Directors"

"**Directors**" shall mean the members of the Board.

### 1.21 "Governing Documents"

"**Governing Documents**" shall mean the Development Plan, this Declaration and the Articles of Incorporation, the Bylaws any Declaration of Annexation or supplemental declaration and Rules and Regulations of the Association, all as may be amended from time to time.

### 1.22 "Improvement"

"**Improvement**" shall mean every structure or improvement of any kind, including, but not limited to, a Unit, landscaping, patios, decks, fences and walls (including retaining walls),

driveways, sidewalks, fixtures, storage shelters, pools, hot tubs, athletic facilities and other products of construction efforts (including exterior painting, alterations, and reconstruction).

### 1.23 "Lot"

"**Lot**" shall mean the plots of land indicated as such on the Plat. The term "Lot" specifically excludes Conservation Areas and private road tracts.

### 1.24 "Mortgagee"

"**Mortgagee**" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. "**First Mortgagee**" as used herein, shall mean a holder of a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

### 1.25 "Open Space"

"**Open Space**" shall mean any areas labeled as such and shown on the Plat for Skyline Ranch Subdivision as filed in the Official Records of Deschutes County.

### 1.26 "Owner"

"**Owner**" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

### 1.27 "Plat"

"**Plat**" shall mean the duly recorded plat of *Skyline Ranch Subdivision* filed in the Official Records of Deschutes County, Oregon and any other recorded plats of real property made subject to this Declaration by a Declaration of Annexation.

### 1.28 "Property"

"**Property**" shall mean the real property described on the attached **Exhibit A**.

### 1.29 "Reserve Account Assessments"

"**Reserve Account Assessments**" shall mean assessments established pursuant to the terms of Article 3.

### 1.30 "Resource Management Corridors"

"**Resource Management Corridors**" shall mean only those portions of the Property that are designated as "Resource Management Corridors" on the Plat, or on any other recorded plat made subject to this Declaration, the use and ownership of which is described in Section 5.10 below.

### 1.31 "Rules and Regulations"

"**Rules and Regulations**" shall mean the rules and regulations adopted by the Association from time to time in accordance with the Bylaws.

### 1.32 "Special Assessments"

"**Special Assessments**" shall mean any special charges established pursuant to the terms of Article 3.

### 1.33 "Subdivision"

"**Subdivision**" shall mean *Skyline Ranch Subdivision*.

### 1.34 "Transitional Advisory Committee"

"**Transitional Advisory Committee**" shall mean the committee described in the Bylaws.

### 1.35 "Turnover Meeting"

"**Turnover Meeting**" shall mean the meeting of the Owners called to turn over control of the Association to the Class A members, as further described in the Bylaws.

### 1.36 ["Wildlife Habitat and Forest Health Management Plan"]

**"Wildlife Habitat and Forest Health Management Plan ("WHFHMP")"** shall mean the Revised Wildlife Habitat and Forest Health Management Plan that the Association is required by the COL Agreement to implement, a copy of which is attached hereto as Exhibit C.

### 1.37 "Unit"

"**Unit**" shall mean any residential dwelling and all accessory buildings situated on a Lot intended for occupancy by a single family including, without limitation, a single family home.

## ARTICLE 2–ASSOCIATION

### 2.1 Organization

. Declarant has organized, or before conveyance of the first Lot shall organize an association of all of the Owners within the Property. Such Association, and its successors and assigns, shall be organized as an Oregon nonprofit corporation under the name "**Skyline Ranch Homeowners' Association**," and shall have such property, powers and obligations as are set forth in this Declaration, the Bylaws and the Articles of Incorporation of the Association for the benefit of the Property and all Owners of property located therein. In the event that the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association having the same name and purpose, and all of the property, powers and obligations of the Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be confirmed and evidenced by appropriate conveyances and assignments by the Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

### 2.2 Membership

. Declarant and every other Owner of a Lot by virtue of ownership of such Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and shall not be separated from ownership of any Lot. Transfer of ownership of a Lot shall automatically transfer membership in the Association. Without any other act or acknowledgment, Owners shall

be governed and controlled by the Governing Documents. There shall be two (2) classes of membership in the Association, Class A membership and Class B membership, as described in Section 2.3.

### 2.3 Voting Rights

. The Association shall have two (2) classes of voting membership:

A. Class A Membership

Class A members shall be all Owners with the exception of Declarant (provided that Declarant shall become a Class A member from and after the Conversion Date), and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. If the co-Owners of a Lot cannot agree upon the vote, then the vote of the Lot shall be disregarded in determining the particular matter at issue.

B. Class B Membership

The Class B member shall be Declarant, who shall be entitled to ten (100) votes for each Lot owned. The Class B membership shall terminate and become converted to Class A membership on the Conversion Date.

### 2.4 Suspension

. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to Article 3 or is otherwise in default under the Governing Documents. The Board may also suspend an Owner's rights to use the Common Areas during such period of default.

### 2.5 Turnover Meeting

. The Declarant shall call a Turnover Meeting within ninety (90) days following the Conversion Date for the purposes of turning over administrative responsibility for the Association to the Class A members. The Declarant shall give notice of the Turnover Meeting to each Owner as provided in the Bylaws. The Turnover Meeting shall be conducted in accordance with the Bylaws of the Association. At the Turnover Meeting, the Declarant shall turn over to the Association the responsibility for the planned community of Skyline Road and of the Association and the Association shall accept such administrative responsibility. At the Turnover Meeting, the Declarant shall deliver to the Association those items and documents required by ORS 94.616 or applicable successor provisions. In order to facilitate an orderly transition, during the three-month period following the Turnover Meeting, the Declarant or an informed representative shall be available to meet with the Board on at least three mutually acceptable dates to review the documents delivered pursuant to this Section 2.5. Not later than ninety (90) days after the Turnover Meeting, the Association shall provide Declarant with an estoppel certificate (i) certifying that Declarant has satisfied all of its obligations owed to the Association,

including, without limitation, any obligations arising out of or related to this Declaration, or (ii) identifying with specificity the extent to which any such obligations remain unsatisfied.

### 2.6 Clarification of Role of Association

. The Association shall have the general powers and duties of a nonprofit corporation pursuant to the Oregon Nonprofit Corporations Act, as well as the specific powers and duties set forth in the provisions of this Article and the other provisions of this Declaration that expressly relate to the Association, as well as pursuant to the Articles of Incorporation of the Association ("Articles") and the Bylaws. However, unless expressly set forth herein or in the Articles or the Bylaws, the Association shall not act in the capacity of settling disputes between Owners or resolving problems that Owners may experience. Disputes or problems experienced by Owners to which the Association has no express authority or role as set forth in this Declaration shall be resolved by private, lawful means chosen by the affected Owners and there shall be no recourse to the Association.

### 2.7 Transitional Advisory Committee

. Unless the Turnover Meeting has already been held, Declarant or the Owners shall form a transitional advisory committee (the "**Transitional Advisory Committee**") to provide for the transition from administrative responsibility by Declarant for the planned community of Skyline Ranch to administrative responsibility by the Association. Not later than the sixtieth (60th) day after Declarant has conveyed to Owners other than Declarant Lots representing fifty (50%) percent or more of the Lots then existing in Skyline Ranch, Declarant shall call a meeting of Owners for the purpose of selecting the Transitional Advisory Committee. The Transitional Advisory Committee shall consist of three (3) or more members. The Owners, other than Declarant, shall select two (2) or more members. Declarant may select no more than one (1) member. The Transitional Advisory Committee shall be advisory only, and its purpose shall be to enable ease of transition from administrative control of the Association by Declarant to control by the Owners. The Transitional Advisory Committee shall have reasonable access to all information and documents that Declarant is required to turn over to the Association under ORS 94.616(3), or applicable successor provisions.

### 2.8 Bylaws

. The Bylaws of the Association and any amendment or modification of the Bylaws shall be recorded in the Deed Records of Deschutes County, Oregon. Declarant hereby adopts, on behalf of the Association, the initial Bylaws attached as "**Exhibit B**" to this Declaration.

## ARTICLE 3— ASSOCIATION FINANCES/ASSESSMENTS

### 3.1 Budgeting.

3.1.1 At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated operating expenses of the Association for the coming year. The estimated expenses in the budget shall include, in addition to operating

reserves, a contribution to the Reserve Account determined in accordance with the terms of Section 3.8 below. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount estimated to be generated through the levy of assessments against Lots.

Estimated operating expenses and Reserve Account Assessments applicable to all Lots shall be allocated among such Lots as annual Assessments pursuant to the provisions set forth below.

3.1.2 The Board shall send a copy of the final budget, together with notice of the amount of the Annual Assessment to be levied pursuant to the budget, to each Owner within thirty (30) days after the adopting the budget. The budget shall automatically become effective unless disapproved by the vote of a majority of the Class A members.

The Association has no obligation to call a meeting for purposes of considering the budget, but the Owners may call a special meeting for such purpose as provided in the Bylaws. If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

3.1.3 The Board may revise the budget and adjust the assessments levied pursuant thereto from time to time during the year, subject to the same notice and right to disapprove the revised budget as set forth above.

**3.2 Purpose of Assessments**. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants of the Property and for the improvement, operation and maintenance of the Common Maintenance Areas and other areas to be maintained by the Association.

**3.3 Apportionment of Assessments**. All Lots, other than Lots exempted from assessment pursuant to Section 3.6 below, shall pay a pro rata share of the Annual Assessments, Special Assessments, and Emergency Assessments commencing upon the date such Lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such Assessment divided by the total number of Lots subject to such Assessment. Notwithstanding the provisions of this section, however, an amendment to this Declaration may specify a special allocation of assessing the costs of operating and maintaining a facility on a Common Area in order to more fairly allocate such cost, taking into the account the extent of use or other factors.

**3.4 Types of Assessments.**

3.4.1 **Annual Assessments**. The Association is hereby authorized to levy Annual Assessments against all Lots subject to Assessments to fund the Common Expenses. The amount of the Annual Assessment allocated to each Lot shall be determined in the manner described in above. In determining the Annual Assessments, the Board may consider any Assessment income expected to be generated from any additional Lots or changes

in the status of the then-existing Lots anticipated during the fiscal year. The Board shall prepare the operating budget for the Association, as set forth above.

3.4.2 **Special Assessments**. The Board may levy during any fiscal year a Special Assessment, applicable to that year only, for the purpose of paying for all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments. Special Assessments for acquisition or construction of new capital improvements or additions which in the aggregate in any fiscal year exceed an amount equal to fifteen percent (15%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the voting rights voting on such matter, together with the written consent of the Class B Member, if any. Prior to the Turnover Meeting, any Special Assessment for acquisition or construction of new capital improvements or additions must be approved by not less than fifty percent (50%) of the Class A voting rights, together with the written consent of the Class B Member. Special Assessments shall be apportioned as provided in Section 3.2 and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board.

3.4.3 **Emergency Assessments**. If the Annual Assessments levied at any time are or will become inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noting the reason therefor, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis. Emergency Assessments shall be apportioned as set forth in Section 3.2 above and payable as determined by the Board of Directors.

3.4.4 **Individual Assessments**. Any Common Expense or any part of a Common Expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited as an Individual Assessment. Individual Assessments shall also include default Assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Declaration or the rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board, Individual Assessments shall be due thirty (30) days after the Board has given written notice thereof to the Owners subject to Individual Assessments.

**3.5 Assessment of Additional Property**. When Additional Property is annexed to **Skyline Ranch**, the Lots included therein shall become subject to Assessments from the date of such annexation, except for those Lots exempt from assessment pursuant to Section 3.6. All other Lots shall pay such Assessments in the amount then being paid by other Lots. The Board, however, at its option may elect to recompute the budget based upon the additional Lots subject to assessment and additional Common Areas and recompute Assessments for all Lots, including the new Lots, for the balance of the fiscal year.

**3.6 Exempt Property**. The following property shall be exempt from payment of assessments:

3.6.1 All Common Areas and the Conservation Area;

3.6.2 Any property dedicated to and/or conveyed to and accepted by any governmental authority or any public utility; and

3.6.3 Lots owned by Declarant until such time as a dwelling has been constructed on the Lot and the Lot is occupied for residential use, except that Lots owned by Declarant shall be subject to assessments for reserves under Section 3.8. Declarant may defer payment of any assessment for reserves under Section 3.8 that accrue against Lots owned by Declarant until the date the Lot is first conveyed to a purchaser other than Declarant or Declarant's successor, but no later than the Turnover Meeting. The books and records of the Association shall reflect the amount owing from Declarant for all such deferred assessments for reserves.

**3.7 Operations Fund**. The Association shall keep all funds received by it as Assessments, other than reserves described in Section 3.8, separate and apart from its other funds, in an Operations Fund held in a bank account in the State of Oregon in the name of the Association. The Association shall use such fund for the purpose of promoting the recreation, health, safety and welfare of the Owners and Occupants within the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots, including but not limited to:

3.7.1 Payment of the cost of maintenance, utilities and services, repairs, replacements of that portion of the Property for which the Association is responsible.

3.7.2 Payment of the cost of maintenance associated with any Common Maintenance Areas that are not included in Section 3.7.1 above, if any.

3.7.3 Payment of taxes assessed against the Common Areas and Conservation Area and any Improvements thereon.

3.7.4 Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal and secretarial services.

**3.8 Reserve Fund.**

3.8.1 **Establishment of Account**. Declarant, on behalf of the Association, shall conduct an initial reserve study as described in paragraph (C) of this section and establish a bank account in the name of the Association (the "**Reserve Fund**") to fund major maintenance, repair or replacement of all property for which the Association has maintenance, repair and replacement responsibility under this Declaration that will normally require replacement in whole or in part in more than one (1) year and less than thirty (30) years,

for exterior painting of the Common Areas or other property to be maintained by the Association, if the Common Areas or such other property includes exterior painted surfaces, and for other items, whether or not involving Common Areas, if the Association has responsibility to maintain the items, including items required by the Maintenance Plan established pursuant to Section 5.5. The Reserve Fund need not include those items that can reasonably be funded from the general budget or other funds of the Association or for those items for which one or more, but less than all, Owners are responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws.

3.8.2 **Funding of Reserve Fund**. The Reserve Fund shall be funded by Assessments against the individual Lot assessed for maintenance of the items for which the Reserve Fund is being established, which sums shall be included in the regular Annual Assessment for the Lot. The Reserve Fund shall be established in the name of the Association. The Association is responsible for administering the Reserve Fund and making periodic payments into it.

3.8.3 **Reserve Studies**. The reserve portion of the initial Assessment determined by Declarant shall be based on a reserve study described in this paragraph (C) or other sources of information. The Board of Directors annually shall conduct a reserve study, or review and update an existing study, to determine the Reserve Fund requirements and may adjust the amount of payments as indicated by the study or update and provide other reserve items that the Board of Directors, in its discretion, may deem appropriate. The reserve study shall include:

Identification of all items for which reserves are to be established;

The estimated remaining useful life of each item as of the date of the reserve study;

The estimated cost of maintenance, repair or replacement of each item at the end of its useful life;

A thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

3.8.4 **Use of Reserve Fund**. The Reserve Fund shall be used only for the purposes for which the reserves have been established and shall be kept separate from other funds. After the Turnover Meeting, however, the Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board of Directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period. Nothing in this section shall prohibit prudent investment of the Reserve Fund. In addition to the authority of the Board of Directors under this section, following the second year after the Turnover Meeting, the Association may elect to reduce or increase future Assessments for the Reserve Fund by an affirmative vote of not less than seventy-five percent (75%) of the

voting power of the Association and may, on an annual basis by a unanimous vote, elect not to fund the Reserve Fund. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

**3.9 Declarant's Subsidy**. Declarant may, but shall not be obligated to, reduce the Annual Assessments for any fiscal year by payment of a subsidy (in addition to any other amounts then owed by Declarant), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the Association's budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years unless otherwise provided in a written agreement between the Association and Declarant.

**3.10 Commencement of Assessment Obligation; Time of Payment**. The obligation to pay Assessments under this Declaration shall commence as to each Lot, on the first day of the month after such Lot becomes subject to this Declaration, or the Lot ceases to be exempt from Assessments, whichever is later. The first Annual Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence for such Lot.

**3.11 Payment of Assessments**. Assessments shall be paid in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the Annual Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his Lot, the Board may require the outstanding balance on all Assessments to be paid in full immediately. Until termination of the Development Period, any obligation of Declarant to pay Assessments may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

**3.12 Advance Payments Upon Sale**. The Association may require any Owner to obtain, in conjunction with the closing of any sale of such Owner's Lot, a deposit from the purchaser equal to the then estimated amount of assessments for three (3) months due to the Association. Any Owner entering into such a contract shall be obligated to collect or otherwise deposit such Assessments with the Association upon the closing of such conveyance and shall be liable therefor after such conveyance if those Assessments are ultimately not received by the Association. No failure to require or collect such estimated Assessments shall impair any contract of sale or provide any grounds for a rescission of such sale.

**3.13 Personal Obligations for Assessments**. Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Bylaws. Such Assessments and charges, together with any interest, late charges, expenses or attorneys' fees imposed pursuant to Sections 12.3 and 12.4, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Such Assessments, charges and other costs shall also be the personal obligation of the person or entity

who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 12.

**3.14 Voluntary Conveyance**. In a voluntary conveyance of a Lot the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of an Owner or Owner's agent for the benefit of a prospective purchaser, the Board of Directors shall make and deliver a written statement of the unpaid Assessments against the prospective grantor of the Lot effective through a date specified in the statement, and the grantee in that case shall not be liable for any unpaid Assessments against the grantor not included in the written statement.

**3.15 No Waiver**. Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

**3.16 No Option to Exempt**. No Owner may exempt himself from liability for Assessments by non-use of Common Areas, abandonment of his Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

**3.17 Certificate**. Upon written request, the Association shall furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

## ARTICLE 4– GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

**4.1 Interim Board**. Declarant shall have the right to appoint an interim board of three (3) to five (5) directors, who shall serve as the Board until replaced by Declarant or until their successors have been elected by the Owners at the Turnover Meeting. After Turnover, there shall be three (3) directors, to be elected as provided in the Bylaws.

**4.2 Purpose of Operating Fund**. The Board, for the benefit of the Owners, shall provide and shall pay for out of the operating fund provided for in Article II above the following:

4.2.1 Labor, supplies and operating costs associated with running the Association and performing its obligations hereunder, including the operation of Common Maintenance Areas;

4.2.2 Normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the Improvements to such Common Maintenance Areas, such as roads, fences, columns, walls, grounds, landscaping, lights, irrigation systems and entry monuments, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas;

4.2.3 Repairs and enhancement of the Common Maintenance Areas;

4.2.4 Performance of all of the Assocation's obligations under the following: the COL Agreement, the WHFHMP, and all obligations of the Association under easement agreements that benefit **Skyline Ranch**.

4.2.5 Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas or the Conservation Area rather than against the individual Lots and/or Owners, if any;

4.2.6 Payment of expenses for utilities serving Common Maintenance Areas for which the Association is responsible or the Board deems to be in the best interest of the Association;

4.2.7 The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager; provided that a management agreement entered into prior to the Turnover Meeting shall not have a term in excess of three (3) years and shall be terminable without penalty if the Board gives not less than thirty (30) days written notice of termination to the other party not later than sixty (60) days after the Turnover Meeting. The management agreement may provide that if it is not terminated as provided in the foregoing sentence, it will renew automatically for successive one-year periods, until terminated by either party (i) without cause, effective as of the next scheduled renewal date, by providing not less than thirty (30) days' written notice to the other party; or (ii) with cause, effective upon the date of written notice, by providing such notice to the other party;

4.2.8 Legal and accounting services for the benefit of the Association or otherwise deemed necessary by the Board, including, without limitation, payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the Property;

4.2.9 Payment of all reasonable and necessary expenses in connection with the collection and administration of Assessments and Association funds;

4.2.10 Policies of insurance as provided in this Declaration or the Bylaws;

4.2.11 Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, assessments, fees or costs, which (i) the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law; (ii) are necessary to fulfill the obligations of the Association hereunder; (iii) in the Board's opinion shall be necessary or proper for the enforcement of this Declaration; (iv) are necessary or desirable in the opinion of the Board to keep the Property neat and in good order; or (v) the Board considers to be of general benefit to the Owners or occupants of the Property.

The judgment of the Board in the expenditure of funds and what constitutes a proper expense under Section 3.7.4 and this Section 4.2 shall be final and conclusive so long as such judgment is exercised in good faith.

**4.3 Powers and Duties of Board**. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association and the powers and duties of a non-profit corporation pursuant to the Oregon Nonprofit Corporation Act and a homeowners association pursuant to ORS 94.630:

4.3.1 To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas and Conservation Area on behalf of all Owners.

4.3.2 To borrow funds for the purpose of performing its duties under this Declaration and, subject to Section 5.2, encumber the Common Areas as security for the repayment of such borrowed money.

4.3.3 To obtain and maintain in force policies of insurance as provided in the Declaration and the Bylaws.

4.3.4 To employ the services of any person or corporation as manager; hire employees to manage, conduct and perform the business, obligations and duties of the Association; employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, recreational experts, architects, planners, lawyers and accountants; and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property.

4.3.5 To protect or defend the Common Areas and Conservation Area from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

4.3.6 To make rules and regulations for **Skyline Ranch**, including the operation of the Common Areas, Conservation Area, and Resource Management Corridors, and to amend them from time to time, provided such rules and regulations are consistent with the WHFHMP, where applicable. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be furnished by the Board to each Owner and shall be binding upon all Owners and Occupants of all Units. The method of adoption of such rules and regulations shall be as provided in the Bylaws.

4.3.7 Within ninety (90) days after the end of the fiscal year, the Board shall prepare or cause to be prepared an annual financial statement consisting of a balance sheet and income and expenses statement for the preceding fiscal year and distribute a copy of such financial statement to each Owner and, upon written request, to any mortgagee of a Lot.

4.3.8 To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

4.3.9 To perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents, including, without limitation, enforcement of the decisions of the Architectural Review Committee. Nothing in this Declaration shall be construed as requiring the Association to take any specific action to enforce violations.

4.3.10 To adopt budgets and collect all Assessments and enforce all penalties for nonpayment as provided in Article 3 and Article 12.

4.3.11 To perform all obligations under the following: the COL Agreement, the WHFHMP and all easement or other agreements that benefit **Skyline Ranch**.

4.3.12 Subject to the limitations set forth in Section 5.3, to grant easements, licenses and concessions through or over the Common Areas and Conservation Area.

**4.4 Wildfire Protection**. The Association shall comply with the WHFHMP. No later than twelve (12) months following the sale of a Lot, other than a sale to Declarant or an affiliate of Declarant, the Association shall submit information and applications required for recognition of each Lot under the Firewise Communities USA/Recognition Program, and further, shall submit information and documentation as needed to maintain such recognition status for the Property at all times. The cost of complying with the WHFHMP, including but not limited to a) obtaining and maintaining the Firewise Communities recognition status and b) conducting a WHFHMP compliance audit as may be required by the County, shall be a Common Expense of the Association to be allocated among the Owners. Notwithstanding the foregoing, minimizing fire risk on each Lot shall be the sole obligation of the Owner of such Lot, and the Association shall have no liability to any individual Owner for fire loss or damage to a Lot, any Common Maintenance Areas or any person property, regardless of the cause.

**4.5 Contracts Entered into by Declarant or Prior to Turnover Meeting**. Notwithstanding any other provision of this Declaration, any management contracts, service contracts and employment contracts entered into by the Declarant or the Board of Directors on behalf of the Association prior to the Turnover Meeting shall have a term of not more than of three (3) years, except as otherwise provided in ORS 94.700(2). In addition, any such contract, unless otherwise exempted under ORS 94.700(2), shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not less than thirty (30) days

written notice of termination given to the other party not later than sixty (60) days after the Turnover Meeting.

**4.6 Board Powers Exclusive**. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the operating fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein. The foregoing shall not be construed so as to prohibit the Board from delegating some or all of its contracting or other day-to-day management authority to a professional manager(s) and/or an officer(s), provided the Board maintains supervisory authority over such manager(s) and/or officer(s) and such manager(s) and/or officer(s) operate within a budget approved by the Board.

**4.7 Indemnification**. Neither a member of the Board of Directors nor an officer of the Association or member of the Architectural Review Committee or any other committee established by the Board of Directors, shall be liable to the Association, any Owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, so long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. In the event any member of the Board of Directors or any officer or committee member of the Association is threatened with or made a party to any proceeding because the individual was or is a director, officer or committee member of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the Association, and its officers and employees, shall not be liable to the Association, the Owners or any third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the Association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.

## ARTICLE 5– COMMON MAINTENANCE AREAS

**5.1 Improvements**. The Declarant may, but is not obligated to, construct the following Improvements to the Common Maintenance Areas: Entry monument(s), which may include landscaping, irrigation and lighting; utilities to serve Common Areas, and, in the discretion of the Board, Common Maintenance Areas; landscaping, irrigation, street lighting, street signs within street rights of way, and mail station(s); ornamental lighting on roads and Common Areas; trails as shown on a Plat; educational signs concerning the wildlife protection and wildfire hazard reduction goals of the Association; and roads and pathways. The foregoing shall not be construed so as to require that such Improvements be built, or that they be built to any specified design or other standards, except applicable Deschutes County or State of Oregon codes and requirements. Notwithstanding the foregoing, the Declarant does not choose to limit its right to add Improvements not described in this Declaration to **Skyline Ranch**.

**5.2 Association to Hold Title to Common Areas and Conservation Area**. Except for the portions thereof dedicated to the public or any governmental or quasi-governmental

authority, title to the Common Areas (other than easements) shall be conveyed to and shall be accepted by the Association from Declarant AS IS, but free and clear of monetary liens (except for nondelinquent taxes and assessments) on or before the Turnover Meeting. Without limiting the generality of the foregoing, the conveyance of the Common Areas shall be made subject to such easements and/or dedications as Declarant may retain and/or choose to grant to third parties. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Maintenance Areas, including any Common Areas that may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any additional Common Area. Following the conveyance of the Common Areas to the Association, the dedication, mortgage, or conveyance of any Common Areas shall require the affirmative vote of at least eighty percent (80%) of the Class A Member voting rights and consent of the Class B Member. Anything in this Declaration to the contrary notwithstanding, neither Declarant nor the Association may dedicate or convey any portion of the Conservation Area or any interest therein to any person or entity for recreational uses or any other use that allows public access to the Conservation Area or otherwise interferes with preserving the Conservation Area for wildlife habitat or is otherwise inconsistent with the terms of the WHFHMP applicable to the Conservation Area, excepting only the right to grant an easement to the Bend Parks and Recreation District for trail access from the Property to Shevlin Park in the location shown on the Plat.

**5.3 Association Authority to Grant Easements and Other Property Interests in Common Areas**. The Association may execute, acknowledge and deliver leases, easements, rights of way, licenses, and other similar interest affecting the Common Areas and consent to vacation of roadways within and adjacent to the Common Areas. Except for those matters described in ORS 94.665(4)(b), which the Board of Directors may approve without Owner consent, the granting of any interest pursuant to this Section 5.3 must be approved by at least seventy-five percent (75%) of the Owners present at a meeting of the Association or with the consent of at least seventy-five percent (75%) of all Owners solicited by any means the Board determine is reasonable. If a meeting is held to conduct the vote, the meeting notice shall include a statement that the approval of the granting of an interest in the Common Areas will be an item of business on the agenda of the meeting.

**5.4 Condemnation**. If there is a condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the Association shall represent the Owners in negotiations with the condemning authority. The funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. If the Board of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner based on an equal amount per Lot.

**5.5 Maintenance of Common Maintenance Areas; Wildlife Habitat and Forest Health Management Plan**.

5.5.1 The Association will maintain, repair and replace as necessary all Common Maintenance Areas (including Common Areas) and the Improvements installed pursuant to Section 5.1, to the extent the same benefit the Association and/or the Owners. Such areas shall be maintained in a good and workmanlike manner such as to render them fit for the purposes for which they are intended and in compliance with standards required by applicable agreements and governmental authorities, including, but not limited to, the WHFHMP.

5.5.2 The Board of Directors shall prepare, implement, review and update a maintenance plan (the "**Maintenance Plan**") for the maintenance, repair and replacement of all property for which the Association has maintenance, repair or replacement responsibility under this Declaration, the Bylaws or the Oregon Planned Community Act. The Maintenance Plan shall describe the maintenance, repair or replacement to be conducted, include a schedule for maintenance, repair or replacement, be appropriate for the size and complexity of the maintenance, repair and replacement responsibility of the Association and address issues that include, but are not limited to, warranties and the useful life of the items of which the Association has maintenance, repair or replacement responsibility. The operating and reserve budgets of the Association shall take into account such costs. The Board of Directors shall review and update the Maintenance Plan as necessary.

5.5.3 The Association shall comply with all terms of the COL Agreement and the WHFHMP, including, without limitation, the hiring of a professional biologist to periodically audit compliance. Declarant shall assign its interest and obligations in the COL Agreement to the Association, and the Association shall assume such interest and obligations. All costs associated with the COL Agreement and WHFHMP shall be common expenses of the Association.

**5.6 Prohibited Activities**. Neither the Association nor any Owner shall conduct any of the following activities within any Common Maintenance Area or any Common Area: i) the removal or addition of any tree without the prior written approval of the Board except to the extent required to comply with the WHFHMP; ii) the removal or addition of any other vegetation without the prior written consent of the Board except to the extent required to comply with the WHFHMP; iii) the modification, grading, excavation, filling or other activities which would alter the topography or vegetative cover of any Common Maintenance Area or Common Area without the prior written consent of the Board; iv) the disposal or placement of any debris, refuse, soil, rock, landscape debris or other deleterious materials; v) parking, storage, repair, or disposal of any motor vehicle; vi) the burning of garbage, yard debris, or anything else, including fireworks; and vii) motor vehicle access (except on roads or roadways or as may be necessary for repairs or maintenance approved by the Board or in conjunction with maintenance of utilities). The prohibitions contained in this Section 5.6 shall not apply to the activities of Declarant or to any Lots owned by Declarant.

**5.7 Landscape Maintenance**. The Association shall maintain all unimproved Common Maintenance Areas in compliance with the WHFHMP, as applicable.

**5.8 Use of Common Areas**. Neither the Common Areas nor the Conservation Area shall be partitioned or otherwise divided into parcels for residential use, and no private structure

of any type (except utility or similar facilities permitted by Declarant or the Association) shall be constructed on the Common Areas or the Conservation Area. Except as otherwise provided in this Declaration, the Common Areas shall be reserved for the use and enjoyment of all Owners and no private use may be made of the Common Areas. No Owner shall place or cause to be placed on the Common Areas or Conservation Area any trash, structure, equipment, furniture, package or object of any kind. Nothing in this Declaration shall prevent the placing of a sign or signs upon the Common Areas or Conservation Area by Declarant or the Association identifying the Property or identifying trails or identifying items of interest, including traffic and directional signs, provided such signs are approved by the Architectural Review Committee and comply with any applicable sign ordinances. The Board shall have authority to abate or enjoin any trespass or encroachment upon the Common Areas or the Conservation Area at any time, by any reasonable means and with or without having to bring legal proceedings.

**5.9 Conservation Areas**. The area designated on the Plat as Conservation Area, which shall serve as a dedicated wildlife corridor which shall be managed as open space with a focus on the maintenance of wildlife habitat in accordance with the applicable provisions of the WHFHMP. No homes, structures or fencing may be constructed or maintained in the Conservation Area. Natural vegetation shall be preserved in the Conservation Area to provide cover or shelter and to facilitate the free movement of wildlife, subject to fire fuel reduction and invasive/noxious plant control to the extent consistent with purpose of providing wildlife habitat and the applicable requirements of the WHFHMP. No dogs shall be permitted in the Conservation Area except that dogs on a leash are permitted on any improved Bend Park and Recreation Department trail, in the location shown on the Plat, that provides access to Shevlin Park. Recreational activities will not be allowed within the Conservation Area except walking, hiking and biking on the improved Bend Park and Recreation Department trail that provides access through a Natural Area and the Conservation Area to Shevlin Park. Motorized vehicle use shall be prohibited within the Conservation Area except as needed for maintenance, property management and/or emergency or fire vehicle access.

**5.10 Resource Management Corridors**. The areas shown on the Plat as Resource Management Corridors are located within private Lots but are included as Common Maintenance Areas to be managed for wildlife habitat in accordance with the applicable provisions of the WHFHMP.

## ARTICLE 6 – ARCHITECTURAL REVIEW

**6.1 Architectural and Landscape Review Committee**. A committee to be known as the Architectural Review Committee (the "ARC") shall be established consisting of the number of members as determined by the Board, except that the ARC shall consist of not less than three (3) members. ARC members need not be members of the Association.

6.1.1 The members of the ARC shall be appointed, terminated and/or replaced by the Declarant until the earlier to occur of the following: (i) the date of expiration of the Initial Term of this Declaration; or (ii) the date on which Declarant records an instrument in the real property records of Deschutes County stating that it is turning over control of architectural review, including appointment of ARC members, to the Association, which shall occur no earlier than the date of the Turnover Meeting, but which may occur later than the date of the Turnover Meeting. Thereafter, the Board shall appoint the members of the ARC. After Declarant has turned over control of architectural review, members of the ARC may be terminated and/or replaced by the Board with or without cause. Individuals may serve as members of the Board and members of the ARC simultaneously.

6.1.2 The purpose of the ARC is to enforce the architectural and design standards of the community and to approve or disapprove plans for Improvements proposed for the Lots.

6.1.3 The ARC shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, landscaper, inspector or other person to assist in the performance of its duties. As required by the WHFHMP, the ARC shall engage the services of a certified fire professional to assist in assuring compliance with applicable requirements and standards of the WHFHMP for residential construction and the "zone" wildfire mitigation model (NFPA 1144).

6.1.4 At any time after Declarant has turned over control of the Architectural Review Committee to the Board pursuant to Section 6.1.1. above, any Owner adversely affected by action of the Architectural Review Committee may appeal such action to the Board. Appeals shall be made in writing within ten (10) days of the Architectural Review Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board of Directors is already acting as the Architectural Review Committee, the appeal shall be treated as a request for a rehearing, in which case the Board shall meet and receive evidence and argument on the matter. A final, conclusive decision shall be made by the Board within thirty (30) working days after receipt of such notification.

6.1.5 No approval of the ARC required hereunder shall be valid unless and until the same is granted in writing.

**6.2 Architectural Guidelines**. The Declarant has adopted the initial **Skyline Ranch** Architectural Design Guidelines (the "**Design Guidelines**"). Subject to the requirement of compliance with the WHFHMP, amendments, modifications, or revisions to the Design Guidelines may be made by the Declarant, without the consent of anyone, prior to the date on which Declarant turns over control of the Architectural Review Committee pursuant to Section 6.1.1. Thereafter, the ARC shall have the sole authority to amend, modify, or revise the Design Guidelines provided the Design Guidelines remain in compliance with the WHFHMP. No such amendments, modifications, or revisions shall affect any prior ARC approval.

**6.3 Scope of Review**. No structure or Improvement shall be erected, altered or added onto or upon any portion of the Property without the prior written consent of the ARC, provided

however, that all Improvements erected, altered, or added onto by Declarant shall be exempt from the provisions of this Article 6. In addition, any portion of the Property that is dedicated to a governmental entity or dedicated or conveyed to a special district shall also be exempt from the provisions of this Article 6. The Design Guidelines shall include restrictions on, and ARC review shall include a review of, materials, colors, design, location and such other items as the ARC shall determine from time to time in its sole discretion.

**6.4 Submission of Plans; Fee Schedule**. Before the initiation of construction upon any Lot (including material changes to landscaping), the Owner thereof shall first submit to the ARC such documents and materials as may be required by the Design Guidelines in accordance with the procedure outlined in the Design Guidelines. Such submission shall include payment of the review fee payable pursuant to the ARC fee schedule established and amended from time to time (the "ARC Fee Schedule"). The ARC Fee Schedule shall be established, and may be amended from time to time, by Declarant in its sole discretion, until such time as Declarant has turned over control of the Architectural Review Committee to the Board pursuant to Section 6.1.1. above; thereafter, the ARC Fee Schedule shall be set or amended by the Board.

**6.5 Committee Discretion**. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Architectural Review Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the Design Guidelines. In reviewing each submission, the Architectural Review Committee may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Considerations such as siting, shape, size, color, design, height, solar access, impairment of the view from other Lots within the Property or other effect on the enjoyment of other Common Areas or Common Maintenance Areas, disturbance of existing terrain and vegetation, wildlife protection and any other factors which the Architectural Review Committee reasonably believes to be relevant, may, but do not have to, be taken into account by the Architectural Review Committee in determining whether or not to consent to any proposed work.

**6.6 NonConforming Structures**. If there shall be a material deviation from the approved plans in the completed Improvements, such Improvements shall be in violation of this Article 6 to the same extent as if erected without prior approval of the ARC unless the Owner subsequently obtains ARC approval for such deviation, which approval may be granted or denied in the ARC's sole discretion. The ARC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof, which, if incurred by the ARC and/or the Association, shall constitute an assessment against the applicable Lot(s).

**6.7 Limitation of Liability**. Neither Declarant, the Board, the Architectural Review Committee nor any member or manager of any of the foregoing shall be liable to any Owner, occupant, home builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Review Committee or a member of the

Architectural Review Committee, provided only that the Architectural Review Committee or the member has, in accordance with the actual knowledge possessed by the Committee or Member, acted in good faith. Any such damages or expenses for which the Committee or any Member is liable and to which any Owner becomes entitled shall be a Common Expense. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any person or entity. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Architectural Review Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, solar ordinances, zoning codes and other governmental requirements, all of which are the sole responsibility of the applicant, nor for ensuring that all dwellings are of comparable quality, value, or size, or of similar design. Declarant, the Association, the Board, the ARC, any other committee, or member or managerof any of the foregoing shall not be held liable for soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, or any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

**6.8 Limited Review**. Any review and approval made by the ARC is limited to compliance with the intent of the architectural and design standards of the neighborhood as may from time to time be established by the ARC and/or the Design Guidelines. The review and approval made by the ARC is not to be construed as superseding, replacing, or modifying any review, approval, or permit required by any local, state or federal jurisdictional agencies. It is the applicant's responsibility to obtain and comply with any permits that may be required by any local, state, or federal jurisdictional agency. Nor shall any such review or approval by the ARC be deemed an assurance or statement of compliance with any applicable laws, ordinances or regulations.

**6.9 Address for Notice**. Requests for ARC approval or correspondence with the ARC shall be addressed to **Skyline Ranch** Architectural Review Committee, c/o Owner Relations Department, _____, Bend, OR 97701, or such other address as may be designated from time to time by the ARC in a writing addressed to all Owners. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in a form satisfactory to the ARC.

**6.10 Effective Period of Consent**. The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked eighteen months after issuance unless construction of the Improvement has been commenced or the Owner has applied for and received an extension of time from the Committee. Commencement of construction shall mean that the Owner must have physically commenced construction activity on the Lot in accordance with an issued building permit.

## ARTICLE 7– EASEMENTS

**7.1 Multiple Use Easements**. As long as the Declarant owns a Lot, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area and

Common Maintenance Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of trails, and all utility and service lines and service systems, public and private, including, without limitation, fiber optic cables. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. The Board shall also have the right to grant the easements described herein, subject to the approval of the Declarant so long as Declarant owns a Lot.

**7.2 Declarant's Easement to Correct Drainage**. Declarant hereby reserves for the benefit of Declarant (including its contractors and employees) a blanket easement, including a right of entry, on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

**7.3 Easement for Unintentional Encroachment**. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

**7.4 Easements for Maintenance, Emergency, and Enforcement**. Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill its maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Lot (including any dwelling thereon) for emergency, security, and safety reasons, to perform maintenance and to enter any portion of the Lot other than the dwelling located thereon to inspect for the purpose of ensuring compliance with and enforce the Declaration, including by taking corrective actions that the Owner has failed to take. Such right may be exercised by any member of the Board and the ARC, any duly authorized agents and assignees of the Association, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after not less than 24 hours prior written notice to the Owner. Entry upon the Lot as provided herein shall not be deemed a trespass, and neither the Association nor the ARC shall be liable for any damage so created unless such damage is caused by the Association's or the ARC's willful misconduct or gross negligence.

**7.5 Adjacent Common Maintenance Areas**. The Owner of any Lot which adjoins or includes any Common Maintenance Areas shall, if the Association elects from time to time to so require, permit the Association to enter upon the Lot to perform the maintenance of such Common Maintenance Areas. The Owner and Occupant of each Lot shall be responsible for controlling such Owner's or Occupant's pets so as to not harm or otherwise disturb persons performing such maintenance on behalf of the Association.

**7.6 Utility Easements**. Easements for the benefit of Declarant and the Association for installation and maintenance of utilities and drainage facilities are reserved over portions of certain Lots, Common Areas and Common Maintenance Areas as shown on the Plat or as otherwise reserved in any recorded document. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage systems, or in drainage infiltration facilities.

**7.7 Utility Inspection and Repairs**. Each utility service provider and its agents or employees shall have authority to access all Lots, but not Units constructed thereon, and the Common Areas and Common Maintenance Areas, on which communication, power, gas, drainage, sewage or water facilities may be located for the purpose of installing, operating, maintaining, improving or constructing such facilities, reading meters, inspecting the condition of pipes and facilities, and completing repairs. The Owner of any such Lot will be given advance notice if possible. In the case of an emergency, as determined solely by the utility service provider, no prior notice will be required.

**7.8 Reserved Easements**. Easements for installation and maintenance of utilities and/or buffers with adjacent property are reserved as may be shown on the Plat, any subsequent plat of the Property, or other recorded document. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which would violate the terms of the easements as described on the Plat or other recorded document. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible. In addition, the Declarant hereby reserves an easement in favor of the Association to permit maintenance, repair and replacement of sidewalks, utilities serving Common Maintenance Areas and all other Common Maintenance Areas, as deemed reasonably necessary by the Board.

**7.9 Temporary Completion Easement**. Until the Turnover Meeting, all Lots that have not been improved with a Unit shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the area outside of the Building Envelope on such Lot as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the unimproved Lot, provided that the unimproved Lot is returned to substantially the condition that existed prior to entry.

**7.10 Future Easements**. Declarant reserves the non-exclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the development of any of the Property. The location of any such easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed or conditioned.

**7.11 Fire Suppression/Maintenance Easement**. An easement is hereby granted and reserved in favor of the Association and its successors, assigns, contractors, property managers, agents and employees over, under, across and upon the Common Areas and any Common Maintenance Area for the purpose of vehicular and pedestrian ingress and egress for fire fuel reduction, which includes the right to thin and remove trees, brush and other vegetation, and for the installation, replacement, repair, maintenance, use and operation of one or more fire suppression systems, methods or treatments and for purposes of accomplishing the maintenance, repair, replacement or other obligations of the Association hereunder. The foregoing includes, without limitation, an easement over each Lot to permit the Association to maintain, install and/or replace any vegetation or other landscaping in such areas. It also includes an easement over individual Lots to permit maintenance, repair and replacement of sidewalks, fences or other Improvements designated as Common Maintenance Areas.

## ARTICLE 8 – USE, OCCUPANCY, AND CASUALTY

**8.1 Residential Use**. Lots and Units shall only be used for residential purposes. Except with the consent of the Board, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. The mere parking on a Lot of a vehicle bearing the name of a business shall not, in itself, constitute a violation of this provision. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Units, (b) the right of Declarant, or any contractor or home builder with the prior written approval of Declarant, to construct Improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to the extent expressly approved by Declarant in writing to use Units as sales offices or model homes for purposes of sales in **Skyline Ranch**, and (c) the right of the Owner of a Lot to maintain his or her professional personal library, keep his personal business or professional records or accounts, handle his or her personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his or her Unit by appointment only. The Board shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the Unit (which activities may be specified in rules and regulations adopted by the Board) and that the activities would not be in violation of applicable governmental ordinances.

**8.2 Timesharing or Fractional Interest Ownership Prohibited**. No Unit in Skyline Ranch shall be used as a Timeshare as that term is defined in ORS 94.803 or successor statute. No Owner of a Unit or any of several Units within **Skyline Ranch** shall receive a right to occupy such Unit or any of several Units during three or more separate time periods over a period of at least three years, including renewal options, whether or not coupled with an estate in land, and any such attempted conveyance shall be void; provided, however, this restriction shall not be interpreted to prevent joint ownership of Lots and Units not including such exclusive use periods.

**8.3 Rental of Units**. No Owner of a Lot may rent his or her Unit to any person or persons for transient occupancy; provided, however, an Owner shall be entitled to rent or lease his/her Unit, or portion thereof, if:

8.3.1 Written Rental Agreements Required. There is a written rental or lease agreement specifying that: (i) the tenant shall be subject to all provisions of the Declaration, the Bylaws and the rules and regulations, and (ii) failure to comply with any provision of the Declaration, the Bylaws or the rules and regulations shall constitute a default under the rental agreement;

8.3.2 Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days;

8.3.3 Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration, the Bylaws and the rules and regulations; and

8.3.4 Owner Responsibility. The Owner shall be responsible for any violations by the Owner's tenants and shall be solely responsible for either correcting or eliminating such violations, or getting the tenant to do same.

**8.4 Casualty**. In the event of damage to or destruction of a Unit, the Owner of the Unit shall repair, reconstruct, and rebuild the damaged or destroyed portions of the Unit to substantially the same condition that existed prior to the damage or destruction or consistent with such plans and specifications as are approved in accordance with Article 6 of this Declaration. Alternatively, the Owner shall promptly clear the Lot of all debris and ruins and maintain the Lot consistent with the terms of Section 10.14. All repair, reconstruction, or rebuilding shall begin within six (6) months following the damage or destruction, and shall be diligently pursued to completion within eighteen (18) months following the damage or destruction (or within such other schedule as is established by the ARC in writing), unless work is delayed by causes beyond the reasonable control of the Owner. If an Owner fails to timely repair such damage or clear the Lot, the Association shall have all rights of enforcement and remedies set forth under this Declaration. The ARC shall have the right to extend the deadlines contained in this Section 8.4 if it deems the same reasonable under the circumstances; provided, however, in no event may any Owner leave his or her Unit or Lot in a condition that poses a health or safety hazard.

## ARTICLE 9– PROPERTY RIGHTS

**9.1 Owner's Use and Occupancy**. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and each Owner and Declarant shall comply with the restrictions contained in Article 10 below and all other provisions of this Declaration for the mutual benefit of all Owners.

**9.2 Owners' Easements of Enjoyment**. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from

and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

9.2.1 The right of the Association to establish and publish rules and regulations governing **Skyline Ranch**, including use of the Common Areas, affecting the welfare of Association members.

9.2.2 The right of the Association (subject to such notice and/or hearing requirements as may be imposed by applicable law) to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any Assessment against the Lot remains unpaid or during which such Owner is otherwise in material breach hereunder; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

9.2.3 The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for public right-of-way purposes. Any other transfer or mortgage of Common Areas requires the consent of at least eighty percent (80%) of the Class A Member votes, and the consent of the Class B Member.

9.2.4 All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

**9.3 Effect of Declaration**. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

**9.4 Rezoning Prohibited**. Unless the Property subject to this Declaration or any Declaration of Annexation is brought inside the City of Bend Urban Growth Boundary, no Lot shall be rezoned without the prior written consent of the Board and of the Declarant so long as Declarant owns a Lot, which may be withheld in the Board's or Declarant's sole discretion, as applicable. Declarant or the Board may enforce this covenant by obtaining an injunction against any non-approved rezoning at the expense of the enjoined party.

**9.5 Lot Consolidation and Division**. An Owner may consolidate multiple Lots he or she owns, provided, however, the same is first approved by Deschutes County and then the ARC has approved the design plan for the Unit. Unless the Property subject to this Declaration or any Declaration of Annexation is brought inside the City of Bend Urban Growth Boundary, no Lot may be partitioned or subdivided, whether or not such Lot was previously consolidated. No Lots shall adjust property lines unless the same is first approved by the ARC and the Class B Member. Notwithstanding the foregoing, so long as there is at least one Class B Member, Declarant shall

have the right to consolidate and/or subdivide Lots within **Skyline Ranch**, and/or adjust their property lines, provided no Lot is less than two and a half (2.5) acres in size, subject to applicable Deschutes County Ordinances, without first obtaining the consent of the ARC. Upon the completion of a subdivision of a Lot, each newly created parcel shall immediately constitute a Lot and the owner of fee title thereof shall become an Owner with all of the rights granted to Owners hereunder. Upon the completion of a subdivision of a Lot, each newly created Lot shall be entitled to the voting rights as set forth in Section 2.3, and subject to Assessments set forth in Article 3. Upon the completion of a consolidation of multiple Lots, the newly created Lot shall be treated as the original number of Lots for voting and assessment purposes.

**9.6 Drainage Alteration Prohibited**. The surface water drainage contours of each Lot shall conform to the approved grading plan established by the Declarant or the ARC. No Owner shall fill or alter any drainage swale established by the Declarant, nor shall any Owner install landscaping or other improvements that divert surface water runoff from the drainage patterns, swales and easements established by the Declarant or ARC. Each Owner shall take steps to assure that its Lot has adequate drainage and does not cause runoff to be directed into the streets, multi use pathways or onto any adjacent property.

**9.7 Damage or Destruction By Owner**. In the event the need for maintenance or repair of a Common Maintenance Area is caused by the willful or negligent act or omission of an Owner, his or her family, tenants, guests or invitees, the costs of such maintenance and repair may, in the discretion of the Board of Directors, be charged to the Owner as an Individual Assessment.

## ARTICLE 10– USE RESTRICTIONS/DEVELOPMENT STANDARDS

**10.1 Structures Permitted.** No structures shall be erected or permitted to remain on any Lot except structures containing a single detached Unit and structures normally accessory thereto including detached accessory buildings for enclosed vehicle and other storage and including not more than one (1) accessory dwelling unit, all of which shall have first been approved by the Architectural Review Committee pursuant to Article 6 above.

**10.2 Completion of Improvements**. Construction of a Unit must be completed, including painting and all exterior finish, within twenty-four (24) months from the start of construction. "Start" of construction means that the Owner has physically commenced construction activity on the Lot in accordance with an issued building permit. "Complete" means obtaining certificate of final inspection from Deschutes County. In the event of undue hardship due to weather conditions or other causes beyond the reasonable control of the Owner, this time period may be extended for a reasonable length of time upon prior written approval from the Architectural Review Committee.

**10.3 Landscaping Completion**. Landscaping plans for each Lot shall be submitted to the Architectural Review Committee and shall be in compliance with the WHFHMP and other guidelines as may be established by the Architectural Review Committee from time to time. The approved landscaping must be completed not later than ninety (90) days from completion of the

Unit. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Review Committee.

**10.4 Exterior Lighting**. All exterior lighting shall be subject to approval of the Architectural Review Committee. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if installed not more than thirty (30) days before and removed within thirty (30) days after the celebrated holiday. The Association and Architectural Review Committee may regulate the shielding or hours of use of lighting in order to reduce annoyance to neighboring properties.

**10.5 Offensive or Unlawful Activities**. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot that interferes with or jeopardizes the enjoyment of other Lots or the Common Areas or Common Maintenance Areas, or that is a source of annoyance to occupants. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Owners and other Occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, Occupants, guests, or invitees, or directed at the managing agent, its agents or employees, or vendors. To the greatest extent permitted by applicable law the operation of unmanned aerial vehicles or unmanned aerial systems (commonly referred to as drones) is prohibited on or over the Property. No hunting, trapping, discharge of firearms, or use of fireworks is permitted on or over the Property.

**10.6 Recreational Equipment**. Playground, athletic or recreational equipment or structures, including without limitation, basketball backboards, hoops and related supporting structures, may only be placed, installed or utilized on any Lot if so approved by the Architectural Review Committee. No such equipment or structures may be placed on pathways, trails or roadways at any time. Such equipment shall be limited to that which is appropriate for use in conjunction with a single family residence in terms of size, layout and intensity of use. No facilities for motorized recreation including but not limited to go-cart or motorcycle tracks may be installed or utilized on any Lot.

**10.7 Temporary Structures**. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant to use trailers or outbuildings as sales offices, construction offices, material storage facilities, or sanitation facilities.

**10.8 Signs**. Except as permitted in this Section 10.8, no sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit or other Improvement upon such Lot or carried by any person or by any other means displayed within the Property except with the written approval of the ARC. Notwithstanding the foregoing, "for sale" signs shall be permitted on a Lot provided the same complies with ARC design standards, and political signs that comply with any ARC rules regulating the size and number of such signs may be placed on a Lot no earlier than thirty (30) days prior to an election date and must be removed

within two (2) days following the election. No "for rent" signs shall be permitted on a Lot at any time. In addition, until the Turnover Meeting, Declarant may erect signs or billboards, and at any time, Declarant or the Association shall have the right to erect signs or monuments that identify **Skyline Ranch**, in either case without the need for ARC approval. This Section 10.8 shall not be construed to prohibit flags; flags shall be subject to such restrictions and/or prohibitions as may be contained in the Design Guidelines and/or the rules and regulations.

**10.9 Campers, Boats, Recreational Vehicles, Certain Trucks, Commercial Vehicles, and other Non-Passenger Vehicles**. No campers, boats, boat trailers, recreational vehicles, motor homes, commercial vehicles, trucks weighing more than 10,000 pounds GVW, or other types of non-passenger vehicles, vehicles that are not currently licensed and operable, equipment, implements, or accessories shall be kept or stored on any Lot for more than seventy-two (72) hours or such other period as may be permitted pursuant to the Association rules and regulations except (i) on a temporary basis with the Board's approval, or (ii) as provided below:

10.9.1 Except to the extent the same is enclosed within an approved accessory structure or is otherwise screened from public view and from the view from adjacent property (including adjacent Lots, Common Areas, Common Maintenance Areas, and public rights of way), no recreational vehicles, motor homes, disabled vehicles, campers, boats, boat trailers, recreational trailers, or other types of non-passenger vehicles, equipment, implements, or accessories shall be parked or stored on or adjacent to any Lots. In the event of a dispute as to whether there is adequate screening for purposes of this Section 10.9, the determination of the ARC shall be definitive.

10.9.2 The ARC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle, equipment, implements and/or accessory is operable and adequately screened from public view and from the view from any portion of the Property other than the applicable Lot. Upon an adverse determination by said ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this Section 10.9.

10.9.3 No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in the streets within the Property, or in any driveway or yard adjacent to a street, or that is not screened from public view and from the view from any portion of the Property other than the applicable Lot.

**10.10 Pets, Livestock and Poultry**. No animals, livestock, poultry, or insect of any kind shall be raised, bred or kept on any Lot, except for a reasonable number of generally recognized household pets that are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. In the event of a dispute, the Board shall make the final decision as to what constitutes "recognized household pets" and "a reasonable number" under particular circumstances. All such animals shall be kept in strict accordance with all applicable laws and ordinances (including leash laws) and in accordance with all rules established by the Association. No animal shall be allowed to roam the Common Area, and all pets shall be kept on a leash or under Owner control while outside a Lot. Any animal enclosures shall be constructed in accordance with plans approved by the ARC, shall be of reasonable

design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be subject to the ARC approval. Each Owner is solely responsible for his or her animals, shall assure that such animals do not create a nuisance or otherwise damage any portion of the Property, and shall clean up after such animals.

**10.11 Garbage and Refuse Disposal; Wood and Propane Storage**. No Lot, Common Area or any other portion of **Skyline Ranch** shall be used or maintained as a dumping ground for rubbish. Compost, recycling, trash, garbage or waste shall not be kept, or disposed of, on any Lot or Common Area except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of compost, trash, garbage, refuse, rubble, debris, or recyclable materials shall be stored, kept, placed or maintained on any Lot where visible from any street or neighboring Lot except solely on a day designated for removal of garbage, rubbish, or recyclable materials, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day. All screening shall be of an attractive nature, consistent with the overall development scheme of **Skyline Ranch**. Firewood is not permitted to be stored on any Lot within thirty (30) feet of any Unit unless it is in an enclosed, fire-resistant structure. Propane is not permitted to be stored on any Lot except that (a) propane tanks with a capacity of not more than five (5) gallons are permitted for use with outdoor gas grills and portable gas heaters or fireplaces within thirty feet of a Unit, and (b) propane tanks mounted on a camper, motorhome, trailer, recreational vehicle or passenger vehicle to provided fuel to such vehicle are permitted subject to the limitations on parking and storing such vehicles set forth in Section 10.9 above.

**10.12 Parking in Common Areas/No Parking Signage**. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas or Common Maintenance Areas, or on any easement unless in use for maintaining such Common Areas or Common Maintenance Areas, provided however, that this restriction shall not apply to driveways, streets or paved areas intended for vehicular use. In addition, parking of vehicles is prohibited on any public or private street within the Property that is signed or otherwise marked for "No Parking" by the Association or a governmental authority. The Association shall have the right to tow any vehicles in violation of this Section 10.12 at the vehicle owner's expense.

**10.13 Detached Buildings**. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior written consent of the ARC. Every detached accessory building, including but not limited to such structures as storage buildings, greenhouses, animal enclosures, or children's playhouses shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition and consistent with the Design Guidelines.

**10.14 Unimproved Lot Maintenance**. All unimproved Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and all trees, shrubs and grass thereon shall be pruned, cut or mowed, as applicable, to prevent creation of a nuisance or fire hazard and to be in compliance with the Wildfire Protection Management Plan.

**10.15 General Landscaping and Exterior Maintenance**. Each Lot Owner shall keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. Each Lot Owner shall keep all Improvements upon his or her Lot in good condition and repair and adequately painted or otherwise maintained.

10.15.1 The initial landscaping, as well as all subsequent material changes to such landscaping, shall be subject to final approval by the ARC. All installed landscaping shall remain fully irrigated unless otherwise approved by the ARC and shall be maintained by Owner in strict compliance with the WHFHMP.

10.15.2 Except in the case of imminent threat of harm to persons or Improvements or as may be deemed advisable by the Association, the removal of trees shall require the prior written approval of the ARC. All tree removal shall comply with applicable laws and ordinances.

**10.16 Wildfire Protection**. Each Owner shall comply with the provisions of the WHFHMP as are applicable to his or her Lot. Although the Association will take enforcement action against an Owner who fails to comply with the WHFHMP, the Association shall have no liability for (i) a failure to take action against a non-compliant Owner; or (ii) the failure of an Owner to comply with the WHFHMP.

10.16.1 Landscaping. All installed and native landscaping on Lots and Common Areas shall be designed, constructed and maintained to standards established in the WHFHMP, which standards are based on the "zone" wildfire mitigation model recognized by Firewise and NFPA 1144- 2013 Standard for Reducing Structure Ignition Hazards from Wildland Fire (NFPA 1144). Standards applicable to residential properties are contained in the Design Guidelines.

10.16.2 Residential Construction. All residential construction on Lots shall be designed, constructed and maintained to the standards established in the Design Guidelines and WHFHMP, which are based on applicable standards from NFPA 1141-2012 Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural and Suburban Areas (NFPA 1141) and NFPA 1144, provided however that (i) the installation of residential sprinkler systems shall not be required for any dwelling located on the Property, and (ii) the Association shall not be required to conduct any independent testing of materials.

**10.17 Wildlife Protection**. Each Owner shall comply with such provisions of the WHFHMP as are applicable to his or her Lot. The harassment, capturing, trapping, injuring, or killing of wildlife within the Property is expressly prohibited, except when reasonably necessary to avoid an imminent threat of personal injury or death to any person or except when reasonably necessary to protect property from damage by rodents or other pests and then only to the extent permissible under applicable laws. The feeding of wildlife or leaving salt blocks out for big game is also expressly forbidden.

**10.18 Antennae, Satellite Dishes**. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus upon any Lot

unless such apparatus is erected and maintained in such a way that it is screened from the view from any portion of the Property other than the applicable Lot; and no such apparatus shall be erected without the prior written consent of the ARC. The ARC, as designated in this Declaration, shall have the absolute authority to determine whether an accessory is adequately screened. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

**10.19 Clothes Hanging Devices**. Clothes hanging devices exterior to a dwelling shall be temporary, unaffixed structures and shall not be visible from adjacent property or any portion of the Property. Clothes hanging devices shall be screened from public view and from the view from any portion of the Property other than the applicable Lot.

**10.20 Fences**. No fences or boundary hedges shall be installed on a Lot without prior written approval of the Architectural Review Committee. Owners must locate surveyor's pins marking boundary corners before construction of any permitted fences. The following general fencing types will be allowed within **Skyline Ranch**, subject to approval by the ARC:

10.20.1 Boundary Fencing. Except as provided herein, no perimeter fencing is allowed on Lots; provided, however, a wood split rail fence will be permitted on a Lot property line and where the Lot abuts Common Area. For any such property line fencing, the distance between the ground and the bottom strand of board of the fence shall be at least fifteen (15) inches and the top rail of the fence shall not exceed thirty six (36) inches above ground level. Invisible fencing will also be an acceptable boundary fence material. To the extent that the Declarant or the Association installs a split rail fence on a Lot property line that abuts Common Area (including land owned by governmental agencies or special districts) the Owner of that Lot shall maintain, repair and replace such fence in good condition and repair at all times.

10.20.2 Privacy Fencing. Fencing, subject to design specifications contained in the Design Guidelines, may be constructed on the Lot provided it connects to the Unit or other Improvements located on the Lot and doesn't exceed five (5') feet in height from ground level. The total enclosed area is subject to ARC approval.

Notwithstanding the foregoing, the Declarant, or the Association with approval of Declarant during the Development Period, may in its sole discretion install fences or boundary hedges on Common Areas within **Skyline Ranch**, subject to applicable governmental restrictions.

**10.21 Security**. Neither Declarant nor the Association shall be responsible for security of the Common Maintenance Areas (including the Common Areas) or any Unit or Lot, and the Owners are exclusively responsible for their own security and the security of their Units, Improvements, Lots and property. The Association may elect to, but shall not be required to, provide security features, such as security guards, patrols and/or security cameras within **Skyline Ranch**. The provision of such security features shall not, in any event, be construed to obligate the Association to provide security for **Skyline Ranch** nor shall it subject the Association to

liability for any failures of such security features. By acceptance of a deed, each Owner specifically agrees to the terms of this Section 10.21.

**10.22 Construction Activities**. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to Improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the Deschutes County area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ARC in its sole determination, the ARC shall have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is excessive accumulation of debris of any kind which is offensive, or detrimental to it or any other portion of the Property, then the ARC may contract for or cause such debris to be removed, and the Owner shall be liable for all expenses incurred in connection therewith as an Individual Assessment. Each Owner shall assure that his or her contractor(s) shall strictly comply with such construction rules and regulations as may be set forth by the ARC and/or the Board from time to time, which may include, without limitation, restrictions on the times and days that construction activities may be performed.

**10.23 Unit Construction**. All buildings or other Improvements, permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with such setback standards as may be imposed by the local governmental jurisdictional authority, as may be set forth in the deed for a particular Lot and/or as may be established by the ARC from time to time.

**10.24 ARC Supervisory Authority Over Construction Activities**. All construction activities on the Property, including, without limitation, staging, shall be governed by the ARC and such guidelines, rules and regulations as it may promulgate from time to time. The foregoing is intended and shall be construed to give the ARC the right, but not the obligation, (i) to provide supervision of construction activities; and (ii) to enforce Design Guidelines and ARC adopted rules and regulations.

**10.25 Traffic Regulations**. The Association may promulgate, administer and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. Vehicular and pedestrian traffic includes but is not limited to motor vehicles, trailers, bicycles, skateboards and roller skates. The Association shall be entitled to enforce such provisions by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof, as long as such procedures are consistent with the Declaration and Bylaws. Only drivers licensed to operate motor vehicles shall operate any type of motor vehicle within **Skyline Ranch**. All vehicles of any kind which are operated within **Skyline Ranch** shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners.

## ARTICLE 11 - ANNEXATION

**11.1 Annexation by Declarant**. At any time during the Term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of approximately 100 Lots in the approximately 378 acre master-planned community of **Skyline Ranch** depicted on Exhibit D attached hereto, including the Lots listed in Exhibit A, and Lots expected to be created in property to be annexed to **Skyline Ranch**, but this number may be adjusted at the sole discretion of Declarant, subject to the terms of Section 11.1.1 and provided that in no event shall the number of Lots in the 378 acre master-planned community of **Skyline Ranch** exceed 100. Declarant shall have no obligation of any kind to annex any additional property to the Property.

11.1.1 Eligible Property. Any or all of the real property in Deschutes County, Oregon included in the Master Plan and Tentative Plan approved in Deschutes County File Nos. 247-20-000004-TP, 247-20-000005-MP and any real property adjacent to ("adjacent" property shall include property on the other side of a public right of way, a public or private street or a river) or contiguous with such real property shall be eligible for annexation. There is no limitation on the amount of land that Declarant may annex to **Skyline Ranch**, or the right of Declarant to annex common property, except as may be established by applicable ordinances, agreements, or land use approvals or as set forth herein.

11.1.2 Consent or Joinder Not Required. No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

11.1.3 Declaration of Annexation. Annexation shall be evidenced by a written declaration of annexation (the "**Declaration of Annexation**") executed by the Declarant, or in the case of an annexation by action of members by the Board and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a Declaration of Annexation with respect to any annexed property may:

(a) establish such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;

(b) establish additional or different limitations, uses, restrictions, covenants and conditions as Declarant may deem to be appropriate for the development of such annexed property; and/or

(c) contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

Without limitation of the meaning of the foregoing provisions of this Section 11.1, in any Declaration of Annexation Declarant may, but shall not be obligated to, establish easements particular to different Lots and common property and/or to create any such sub-associations as it may elect.

11.1.4 Voting Rights; Allocation of Assessments. Upon annexation, additional Lots so annexed shall be entitled to the voting rights as set forth in Section 2.3. The formula to be used for reallocating the common expenses if additional Lots are annexed and the manner of reapportioning the common expenses if additional Lots are annexed during a fiscal year are set forth in Section 3.4.

**11.2 Annexation by Action of Members**. At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved by at least seventy-five percent (75%) of the voting rights and by Declarant so long as Declarant owns at least one (1) Lot. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 11.1.3 above executed by the parties herein described.

**11.3 No Duty to Annex**. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

## ARTICLE 12– ENFORCEMENT

**12.1 Violation of General Protective Covenants**. In the event that any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or violates any provisions of the Governing Documents, then the Association acting through the Board shall notify the Owner in writing of any such specific violations. If the Owner is unable, is unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within fifteen (15) days after issuing written notice to the Owner, then the Association acting through the Board, shall have the right to do any or all of the following:

12.1.1 Assess reasonable fines against such Owner based upon a resolution adopted by the Board of Directors that is delivered to each Lot, mailed to the mailing address of each Lot or mailed to the mailing address designated by the owner of each Lot in writing, which fines shall constitute assessments for purposes of this Declaration;

12.1.2 Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to

make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the operating fund as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings;

12.1.3 Cause any vehicle parked in violation of this Declaration or the rules and regulations to be towed and impounded at the Owners' expense;

12.1.4 Suspend the voting rights, any utility services paid for out of Assessments and the right to use the Common Areas for the period that the violations remain unabated, provided that the Association shall not deprive any Owner of access to and from his Lot in the absence of a foreclosure thereof or court order to such effect; and

12.1.5 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

**12.2 Default in Payment of Assessments; Enforcement of Lien**. If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days after its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

12.2.1 The Association may suspend such Owner's voting rights, any utility service paid for out of Assessments and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any Assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from the Owner's Lot in the absence of a foreclosure thereof or court order to such effect.

12.2.2 The Association shall have a lien in accordance with ORS 94.709 against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot and may foreclose such lien in the manner provided in ORS 94.709.

12.2.3 The Association may bring an action to recover a money judgment for unpaid Assessments under this Declaration without foreclosing or waiving the lien described in paragraph 12.2.2 above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

The Association shall have any other remedy available to it by law or in equity.

**12.3 Interest, Late Charges and Expenses**. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate that is the greater of eighteen percent (18%) per annum or three percentage points per annum above the prevailing Portland, Oregon prime rate as of the due date, or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent Assessment in an

amount established from time to time by resolution of the Board of Directors, which resolution is delivered to each Lot, mailed to the mailing address of each Lot or mailed to the mailing address designated by the Owner in writing, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted). In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien, established from time to time by resolution of the Board of Directors.

**12.4 Costs and Attorneys' Fees**. In the event of any suit or action to enforce this Declaration, the Bylaws, the rules and regulations or the Oregon Planned Community Act, or to collect any money due hereunder or to foreclose a lien, the prevailing party in such suit or action shall be entitled to recover all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

**12.5 Assignment of Rents**. As security for the payment of all liens arising pursuant to this Article 12, each Owner hereby gives to and confers upon the Association the right, power and authority, during the continuance of such ownership, to collect the rents, issues and profits of the Owner's Lot, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligation under this Declaration or the Bylaws to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, the Association may, at any time after ten (10) days written notice to such Owner, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for such indebtedness, enter upon and take possession of such Owner's Lot or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, in payment of any indebtedness to the Association or in performance of any agreement hereunder, and in such order as the Association may determine. Such action shall not cure nor waive any default hereunder or invalidate any act done pursuant to this Declaration. The assignment of rents and powers described in the foregoing section shall not affect, and shall in all respects be subordinate to, the rights and powers of the holder of any first or second Mortgage on any Lot, or any part thereof, to do the same or similar acts.

**12.6 Non-exclusiveness and Cumulation of Remedies**. An election by the Association to pursue any remedy provided for violation of the Governing Documents shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

## ARTICLE 13- DISPUTE RESOLUTION

**13.1 Mediation**. Except as otherwise provided in this section, before initiating litigation, arbitration or an administrative proceeding in which the Association and an Owner have an adversarial relationship, the party that intends to initiate litigation, arbitration or an administrative proceeding shall offer to use any dispute resolution program available within Deschutes County, Oregon, that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

If the party receiving the offer does not accept the offer within ten (10) days after receipt of the offer, such acceptance to be made by written notice, hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party, the initiating party may commence the litigation, arbitration or administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.

If a qualified dispute resolution program exists within Deschutes County, Oregon and an offer to use the program is not made as required under this section, then litigation, arbitration or an administrative proceeding may be stayed for thirty (30) days upon a motion of the non-initiating party. If the litigation, arbitration or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

Unless a stay has been granted under the immediately preceding paragraph , if the dispute resolution process is not completed within thirty (30) days after receipt of the initial offer, the initiating party may commence litigation, arbitration or an administrative proceeding without regard to whether the dispute resolution is completed.

Once made, the decision of the court, arbitrator or administrative body arising from litigation, arbitration or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

The requirements of this section do not apply: (i) to circumstances in which irreparable harm to a party will occur due to delay; or (ii) to litigation, arbitration or an administrative proceeding initiated by the Association to collect assessments or otherwise enforce the terms of this Declaration.

**13.2 Costs and Attorneys' Fees**. The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the non-prevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of this Declaration, the Bylaws, the rules and regulations or the Oregon Planned Community Act to obtain a judicial construction of any provision of this Declaration, the Bylaws or the rules and regulations, to rescind this Declaration,

or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred before and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).

## ARTICLE 14 – MORTGAGEES

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

**14.1 Subordination of Lien to Mortgages**. The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any first-priority Mortgage on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure or nonjudicial sale thereunder shall extinguish any lien of an Assessment notice of which was recorded after the recording of the Mortgage. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

**14.2 Reimbursement of First Mortgagees**. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association to the extent the same was the responsibility of the Association.

**14.3 Notification of First Mortgagee**. If a first Mortgagee has requested such notice in writing from the Association, the Board shall notify such Mortgagee of any individual Lot of any default in performance of this Declaration by the Owner which is not cured within sixty (60) days after notice of default to the Owner.

**14.4 Notice to Association**. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

## ARTICLE 15– DECLARANT'S SPECIAL RIGHTS

The Declarant shall have the following special rights, in addition to all other rights reserved under this Declaration and any supplemental declaration, with respect to the Common Area and each Lot in **Skyline Ranch**, which rights shall terminate at the Turnover Meeting, except to the extent otherwise specified below:

**15.1** **Marketing Rights**. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on **Skyline Ranch**, including, without limitation, the Common Area.

**15.2** **Declarant Easements**. The Declarant has reserved easements over **Skyline Ranch** as more fully described in Article 7 hereof. In addition to and without limiting the provisions of Article 7, up until the Turnover Meeting, Declarant shall have the right to grant an easement, or license, to the public over portions of the trails, as shown on the Plat or any subsequent plat of the Property.

**15.3** **Size and Appearance of Skyline Ranch**. Declarant shall not be prevented from increasing or decreasing the number of Lots in **Skyline Ranch** or from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with **Skyline Ranch** in any manner deemed desirable by Declarant, provided that Declarant obtains governmental consents required by law.

**15.4** **Dedications**. Declarant reserves the right for a period of ten (10) years following the Turnover Meeting to dedicate or convey any portions of **Skyline Ranch** then owned by Declarant or any interest therein to any governmental authority, quasi-governmental entity, special district, or entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions, from time to time, for such purposes as Declarant may deem to be appropriate, including, without limitation, for utility stations, equipment, fixtures and lines; streets and roads; sidewalks; trails; open space for habitat, wildlife, waterfowl, fish, vegetation, wetlands or other preservation purposes; recreational facilities; schools; fire, police, security, medical and similar services; and such other purposes as Declarant and such governmental authority or quasi-governmental entity shall determine to be appropriate from time to time; provided, however, neither Declarant nor the Association may dedicate or convey any portion of the Conservation Area or any interest therein to any person or entity for recreational uses or any other use that allows public access to the Conservation Area or otherwise interferes with preserving the Conservation Area for wildlife habitat, excepting only the right to grant an easement to the Bend Parks and Recreation District for trail access from the Property to Shevlin Park in the location shown on the Plat. Any consideration received by Declarant as a result of such dedication shall belong solely to Declarant. Any land so dedicated or conveyed shall thereafter not be subject to Assessments under this Declaration and shall not be subject to Architectural Review, including, without limitation, the requirements of Article 6.

**15.5 Development**. Declarant reserves the right with respect to all or any portion of **Skyline Ranch** then owned by Declarant, and from time to time, to petition for and obtain amendments to the zoning of such property provided such changes are consistent with the terms of the COL Agreement; exchanges of properties; annexations to or incorporations within any boundary or jurisdiction of exchanges of properties; annexations to or incorporations within any boundary or jurisdiction of the County of Deschutes; amendments to the Development Plan provided that such amendments are consistent with the COL Agreement; and such licenses, permits and governmental approvals as Declarant may deem to be appropriate from time to time in connection with the then or anticipated use of such portion of **Skyline Ranch**.

**15.6 Right to Approve Changes in the Standards within Skyline Ranch**. For a period of ten (10) years from the date of the Turnover Meeting, no supplemental declaration and no amendment to or modification of this Declaration or any supplemental declaration and no amendment to or modification of the Bylaws of the Association shall be effective without the prior notice to and the written consent of Declarant.

**15.7 Right to Approve Special Assessments**. For so long as the Declarant owns any land subject to this Declaration, no Special Assessment shall be levied for capital improvements or capital additions without the prior, written consent of Declarant. No Special Assessment shall be levied against Declarant or a Lot owned by Declarant unless approved by Declarant in writing.

**15.8 Right to Receive Notice of and Attend Owner and Board Meetings**. The Declarant shall have the right to receive notice of and to attend all Owner meetings and all Board meetings for a period of ten (10) years following the Turnover Meeting, regardless of whether Declarant still owns a Lot. Meeting notices to Declarant shall be given in the same manner as notices to the Owners; provided, however, any notice of a Board meeting that is posted at the Property pursuant to the Bylaws must also be given to Declarant by U.S. Mail or recognized third party overnight delivery service within the time period prescribed in the Bylaws.

**15.9 Right to Inspect Common Maintenance Areas**. The Declarant shall have the right to inspect the Common Maintenance Areas for a period of ten (10) years following the Turnover Meeting, regardless of whether Declarant still owns a Lot, for purposes of determining whether the Association is performing appropriate and sufficient maintenance and repairs and is complying with the COL Agreement and WHFHMP, provided that the Declarant shall have no liability for the failure of the Association or any Owner to comply with such agreement or plan.

**15.10 Right to Review and Copy Records**. The Declarant shall have the right, for a period fifteen (15) years following the Turnover meeting, to review and make copies of all inspection, maintenance and other records of the Association, regardless of whether the Declarant still owns a Lot.

## ARTICLE 16– AMENDMENT AND REPEAL

**16.1 How Proposed**. Amendments to or repeal of this Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more

of the Association's voting rights. The proposed amendment or repeal must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment or repeal.

**16.2 Approval Required**. This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property except the Conservation Area and Natural Areas, may be amended or repealed by the vote or written consent of Owners representing not less than seventy-five percent (75%) of the Lots, based upon one vote for each such Lot, together with the written consent of the Class B Member, if such Class B membership has not been terminated as provided in this Declaration. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted under this Declaration or change the method of determining liability for common expenses, the method of determining the right to common profits or the method of determining voting rights of any Lot unless the Owners of the affected Lots unanimously consent to the amendment. Declarant may not amend this Declaration to increase the scope of special Declarant rights reserved in this Declaration after the sale of the first Lot unless Owners representing seventy-five percent (75%) of the total vote, other than Declarant, agree to the amendment. In no event shall an amendment under this section change the boundaries of the Conservation Area or Resource Management Corridors or materially change the use restrictions applicable to the Conservation Area or Resource Management Corridors under this Declaration in a manner inconsistent with the WHFHMP.

**16.3 Recordation**. Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Deschutes County, Oregon of a certificate of the president and secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that such amendment, amendments or repeal have been approved in the manner required by this Declaration and ORS 94.590, and acknowledged in the manner provided for acknowledgment of deeds.

**16.4 Regulatory Amendments**. Notwithstanding the provisions of Section 16.2 above, until the Turnover Meeting has occurred, Declarant shall have the right to amend this Declaration or the Bylaws of the Association in order to comply with the requirements of any applicable statute, ordinance or regulation or of the Federal Housing Administration; the United States Department of Veterans Affairs; the Farmers Home Administration of the United States; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon; or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community.

**16.5 Duration**. 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 **Skyline Ranch** and the Owners thereof for an initial period of thirty (30) years commencing on the date this Declaration was recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within **Skyline Ranch** and the

Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period 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 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 voting rights in the Association. Any such termination shall become effective only if a certificate of the president or secretary of the Association, certifying that termination, as of a specified termination date, has been approved in the manner required in this Declaration, is duly acknowledged and recorded in the Deed Records of Deschutes County, Oregon, not less than six (6) months prior to the intended termination date. Such termination shall not have the effect of denying any Owner access to the Owner's Lot unless such Owner and any mortgagee of such Lot have consented in writing to the termination. Anything to the contrary in this Section 16.5 notwithstanding, no termination under this section will terminate the use restrictions applicable to the Conservation Area or Resource Management Corridor under this Declaration.

## ARTICLE 17- MISCELLANEOUS PROVISIONS

**17.1** **No Implied Obligations**. Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to improve or develop any of the Property or to do so for any particular uses.

**17.2** **Right to Transfer or Assign Declarant's Rights**. The Declarant may assign and delegate one or more of the Declarant's rights and obligations hereunder to one or more successor Declarants. Each such assignment shall be in writing, be recorded in the Deschutes County real property records, specify the rights and obligations being assigned and delegated to the successor Declarant and identify the portion of **Skyline Ranch** to which the assignment pertains. The successor Declarant will not acquire any rights as the successor Declarant as to any portion of **Skyline Ranch** other than that portion of **Skyline Ranch** identified in the written assignment.

**17.3** **Joint Owners**. Unless otherwise provided in a supplemental declaration, in any case in which two or more persons or entities share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons or entities to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons or entities shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons or entities disagree among themselves as to the manner in which any consent shall be given with respect to a pending matter, any such person or entity may deliver written notice of such disagreement to the Association, and the right of consent involved shall then be disregarded completely in determining the proportion of consents given with respect to such matter.

**17.4** **Lessees and Other Invitees**. Lessees, licensees, invitees, contractors, family members, guests, and other person or entities entering the Property under rights derived from an

Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his or her Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons or entities in the same manner and to the same extent as if the failure had been committed by such Owner.

**17.5 Notice of Sale or Transfer of Title**. Any Owner selling or otherwise transferring title to his or her Lot shall give the Association written notice within seven (7) days after such transfer of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including Assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

**17.6 Nonwaiver**. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**17.7 Consent**. Whenever the consent or approval of any person or entity is required by this Declaration, such consent or approval must be in writing and signed by an authorized person in order to be effective.

**17.8 Construction; Severability; Number; Captions**. This Declaration shall be governed and construed under the laws of the State of Oregon. It shall be liberally construed as an entire document to accomplish the purposes hereof as stated in the introductory sections of this Declaration. 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.

**17.9 Terminology and Captions**. As used in this Declaration, 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 in this Declaration are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

**17.10 Notices**. All notices to the Association or to the Board of Directors shall be sent care of the manager, or if there is no manager, to the principal office of the Association or to such other address as the Board of Directors may designate from time to time. All notices to any Owner shall be sent to such address as may have been designated by such Owner from time to time, in writing, to the Board of Directors, or, if no address has been designated, then to the Owner's Lot. In the discretion of the Board of Directors, any notice, information or other written material required to be given to an Owner or director under this Declaration or the Bylaws or pursuant to the Oregon Planned Community Act, may be given by electronic mail, facsimile or other form of electronic communication acceptable to the Board of Directors, except for the following notices: failure to pay an assessment; foreclosure of an association lien under ORS 94.709; or an action the Association may take against an Owner. An Owner or director may

decline to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the Board of Directors to provide notice in any other manner permitted under this Declaration or the Bylaws or the Oregon Planned Community Act.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of this 3 day of February

**DECLARANT:** **SKYLINE RANCH DEVELOPMENT, INC.**
an Oregon corporation

By _____
President

**STATE OF OREGON** }
}
**COUNTY OF** Deschutes }

The foregoing instrument was acknowledged before me the 3rd day of Feb 2021 by ROBIN LYNN COATS, as President of Skyline Ranch Development, Inc.

OFFICIAL STAMP
JILL JONES
NOTARY PUBLIC-OREGON
COMMISSION NO. 960525
MY COMMISSION EXPIRES MARCH 16, 2021

_____
Notary Public, State of Oregon

## EXHIBIT "A"

## PROPERTY SUBJECT TO DECLARATION

Phase I, including Lots 17-19, 27-32, located in the Southeast Quarter of Section 23, Township 17 South, Range 11 East, Willamette Meridian, all as shown on the official Plat of Skyline Ranch, Phase I, recorded on 2/3, 2021, in Volume 2021, Page 7240 in the Official Records of Deschutes County, Bend, Oregon.

**EXHIBIT "B"**

**BYLAWS**

# BYLAWS OF SKYLINE RANCH HOME OWNERS ASSOCIATION

## ARTICLE I
## NAME, LOCATION AND EFFECT

The name of the Association is *Skyline Ranch I Home Owners Association*, an Oregon nonprofit corporation, hereinafter referred to as the "**Association**." The initial registered office of the Association is located at 20310 Empire Ave Suite A103, Bend, Oregon 97703, and the name of its initial registered agent at such address is Aperion Management Group, LLC, AAMC.

## ARTICLE II
## DEFINITIONS

**II.1 "Act"**

shall mean the Oregon Planned Community Act, being ORS 94.550 et seq., as amended from time to time.

**II.2 "Association"**

shall have the meaning given in the introductory paragraph to these Bylaws.

**II.3 "Board"**

shall mean the Board of Directors of the Association.

**II.4 "Conversion Date"**

shall be the date upon which Class B membership terminates pursuant to the terms of the Declaration.

**II.5 "Declarant"**

shall mean Skyline Ranch Development, Inc., an Oregon corporation, and its successors and assigns who are designated as such in writing by Declarant and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

**II.6 "Declaration"**

shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for the Skyline Ranch subdivision and any amendments or supplements thereto made in accordance with its terms.

**II.7 "Directors"**

shall mean the Board of the Association.

**II.8 "Lot"**

shall mean the plots of land indicated as such on the Plats.

**II.9 "Member" or "Members"**

shall mean Declarant and every other record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. There shall be two (2) classes of membership, Class A and Class B, as described in Section 6.5 of the Declaration and in Section 3.3 of these Bylaws. All Members shall also be Owners.

**II.10 "Owner" or "Owners"**

shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. All Owners shall also be Members.

**II.11 "Transitional Advisory Committee"**

shall mean the committee described in Section 4.2 of these Bylaws to assist in transitioning administrative responsibility for the Association from Declarant to the Members.

**II.12 "Turnover Meeting"**

shall be the meeting called by the Declarant for the purpose of turning over administrative responsibility of the Association to the Members.

**II.13 Other Terms.**

Capitalized terms used herein without definition shall have the respective meanings given to them in the Declaration.

## ARTICLE III
## MEMBERSHIP AND VOTING RIGHTS

**III.1 Membership**

The Declarant and every Owner of a Lot by virtue of being an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Transfer of ownership of a Lot shall automatically transfer membership in the Association. Without any other act or acknowledgment, Owners shall be governed and controlled by the Governing Documents as described in the Declaration.

**III.2 Suspension**

All voting rights of a Member shall be suspended during any period in which such Member is delinquent in the payment of any assessment duly established pursuant to the Declaration or is otherwise in default hereunder or under any other Governing Documents. The

Board may also suspend the Member's right to use of any of the Common Areas during such period of default.

### III.3 Voting Rights

The voting rights of Members of the Association including Declarant are set forth in the Declaration.

## ARTICLE IV
## MEETINGS OF MEMBERS

### IV.1 Initial Meeting

The initial meeting of the Association shall be held within one (1) year after the Association is formed by filing of the Articles of Incorporation. Declarant shall call the initial meeting by written notice to each Owner in accordance with the requirements of Section 4.6, except that Declarant shall fulfill the role of secretary.

### IV.2 Transitional Advisory Committee

Unless the Turnover Meeting has been held, the Declarant shall call a meeting of the Members for the purpose of forming the Transitional Advisory Committee to assist in transitioning administrative responsibility for the Association from the Declarant to the Members within sixty (60) days after the conveyance to Owners other than the Declarant of fifty percent (50%) or more of the Lots then existing in the Subdivision. If the meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by any Member. Notice of the meeting shall be given in accordance with the requirements of Section 4.6.

The Transitional Advisory Committee shall be advisory only and shall consist of three (3) or more members, with two (2) or more members selected by Members other than Declarant and no more than one (1) member selected by Declarant. The Transitional Advisory Committee members shall serve until the Turnover Meeting. If at the meeting to form the Transitional Advisory Committee the Members, other than the Declarant, fail to select a Transitional Advisory Committee, the Declarant shall have no further responsibility to form the Transitional Advisory Committee. The requirement for a Transitional Advisory Committee shall not apply once the Turnover Meeting has been held. The Transitional Advisory Committee shall have reasonable access to all information and documents which Declarant is required to turn over to the Association under ORS 94.616.

### IV.3 Turnover Meeting

The Declarant shall call the Turnover Meeting for the purpose of turning over administrative control of the Association to the Class A Members within ninety (90) days following the Conversion Date. If the Declarant does not call the Turnover Meeting within the time specified, the Transitional Advisory Committee or any Owner may call the Turnover Meeting. Notice of the Turnover Meeting shall be given in accordance with the requirements of Section 4.6. At the Turnover Meeting, the Members shall elect a new Board in accordance with the terms of Article V, and Declarant shall deliver to the Board the information and documents required by ORS 94.616. In order to facilitate an orderly transition, during the three (3) month

period following the Turnover Meeting, Declarant or an informed representative shall be available to meet with the Board on at least three (3) mutually acceptable dates to review the information and documents delivered to the Board pursuant to this Section.

### IV.4 Annual Meetings

The Association shall hold a meeting of the Members each calendar year. Such annual meeting shall be held on a date and at a time designated by the Board from time to time, and notice of the annual meeting shall be sent to all Members in accordance with the requirements of Section 4.6. Annual meetings may not be conducted by written ballot.

At the annual meeting, new members of the Board shall be appointed or elected (as applicable) to replace those members whose terms have expired pursuant to the terms of Section 5.3, and the Board shall transact any other business within the powers of the Association.

The order of business at annual meetings of the Association shall be:

(a) Calling of the roll and certifying of proxies;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading of minutes of preceding meeting;
(d) Reports of officers;
(e) Reports of committees, if any;
(f) Election of Directors;
(g) Unfinished business;
(h) New business; and
(i) Adjournment.

### IV.5 Special Meetings

Special meetings of the Association may be called at any time by the president, by a majority of the Board, or by written request of Members entitled to cast at least twenty percent (20%) of the votes of the Association. Notice of a special meeting shall be sent to all Members in accordance with the requirements of Section 4.6, and business transacted at a special meeting shall be restricted to the purposes set forth in such notice.

### IV.6 Notice of Meetings

Written notice of any meeting of the Association shall be given by the president, secretary or other person authorized by the Board to call a meeting at least ten (10) days but not more than fifty (50) days before such meeting. The notice shall be sent to each Member, and to each Mortgagee who has requested notice, by first class mail, electronic mail or facsimile to the physical address, e-mail address or facsimile number last appearing on the books of the Association (or to such other physical address, e-mail address or facsimile number as a Member or Mortgagee has designated in writing to the Association at least ten (10) days prior to the giving of such notice of meeting); provided, however, that a notice of (i) failure to pay assessments, (ii) foreclosure of an Association lien, or (iii) an action the Association may take against a Member may not be sent by electronic mail or facsimile. A Member may decline to receive notice by electronic mail or facsimile by sending written notice to the Association, in

which event all notices to such Member shall sent by first class mail. The notice of a meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, or any proposal to remove a Director or officer. Notice of a meeting may be waived by any Member at any time before or after the meeting. No Member who is present at a meeting may object to the adequacy or timeliness of the notice given.

### IV.7 Place of Meetings

Meetings of the Association shall be held within ten (10) miles of the Subdivision, at an exact location determined by the Board and designated in the notice required by Section 4.6.

### IV.8 Adjournment of Meetings

As permitted by ORS 65.214, if any meeting of the Members does not constitute a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than two (2) days nor more than ten (10) days from the time of the original meeting. The adjournment provisions of this Section do not apply to actions proposed to be taken by written ballot.

### IV.9 Quorum

The presence at the meeting of Members entitled to cast, either in person or by proxy, twenty percent (20%) of the votes of the Association shall constitute a quorum for any action, unless a greater percentage is required elsewhere in the Declaration or these Bylaws. The subsequent joinder of Member in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a Member or Members.

### IV.10 Majority Vote

When a quorum is present at any meeting of the Members, the vote of Owners holding more than fifty percent (50%) of the votes of the Association present, in person or by proxy, at the meeting shall be binding on all Owners for all purposes, except where a higher percentage vote is required by the Governing Documents or the Act.

### IV.11 Proxies

A vote may be cast in person or by proxy. A proxy may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. A proxy shall be in writing and filed with the secretary before or during the meeting. A proxy shall expire one (1) year after the date it was signed unless a shorter period is specified in the proxy; provided, however, that appointment of a proxy is revoked if the Member appointing the proxy (i) attends any meeting and votes in person, (ii) signs and delivers to the secretary either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form, or (iii) sells his or her Lot. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 4.8. The

Association must retain proxies and ballots for one (1) year from the date of the determination of the vote.

**IV.12 Fiduciary and Corporate Owners.**

An executor, administrator, conservator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same has been transferred to such person's name; provided, however, that such person must provide the secretary with written evidence satisfactory to the secretary that the person is the executor, administrator, conservator, guardian or trustee, holding such Lot in such capacity. Any person voting on behalf of a Lot owned by a corporation or other entity must provide the secretary with written evidence, satisfactory to the secretary, that such person is the duly constituted representative thereof.

**IV.13 Voting by Mail or Electronic Ballot.**

Except as set forth in subsection (f) below, the Board, in its discretion, may provide that a vote, approval or consent of any Member be given by regular mail, electronic mail or facsimile in accordance with the procedure outlined below. For purposes of this Section, "written ballot" shall include any ballot distributed by electronic mail or facsimile.

(a) In the case of an election of Board members by written ballot, then in addition to the other requirements set forth in this Section, the following procedures must be followed:

(i) the existing Board members must advise the secretary in writing of the names of proposed Board members sufficient to constitute a full board and of a date at least fifty (50) days after such advice is given by which all votes are to be received;

(ii) the secretary, within five (5) days after such advice is given, must give written notice of the number of Board members to be elected and of the names of the nominees to all Members;

(iii) the notice must state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by giving written notice of such nomination to the secretary on or before a specified date which must be fifteen (15) days from the date after the notice was given by the secretary; and

(iv) five (5) days after such specified date, the secretary must give written notice to all Members, stating the number of Board members to be elected, stating the names of all persons nominated by the Board and by the Members on or before the deadline, stating that each Member may cast a vote by mail and stating the deadline established by the Board by which such votes must be received by the secretary at the address of the principal office of the Association (which must be specified in the notice) and that votes received after that date will not be effective.

(b) Any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Association member that is entitled to vote on the matter.

(i) A written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(ii) The Board must provide owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered.

(iii) If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board requesting secrecy procedures, a written paper ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner and instructions for marking and returning the paper ballot. In this instance, no electronic mail voting will be accepted. Written paper ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

(c) Matters that may be voted on by written ballot will be deemed approved or rejected as follows:

(i) If approval of a proposed action otherwise would require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed approved when the date for return of ballots has passed, a quorum of Members has voted, and the required percentage of approving votes has been received. Otherwise, the proposal will be deemed to be rejected.

(ii) If approval of a proposed action otherwise would require a meeting at which a specified percentage of Owners must authorize the action, the proposal will be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(d) All solicitations for votes by written ballot must state the following:

(i) If approval of the proposal by written ballot requires that the total number of votes cast equal or exceed a certain quorum requirement, the number of responses needed to meet such quorum requirement;

(ii) If approval of a proposal by written ballot requires that a certain percentage of total votes cast approve the proposal, the required percentage of total votes needed for approval; and

(iii) If the matter being voted on is the election of Directors to the Board, the additional items set forth in subsection (a) above.

(e) All solicitations for votes by written ballot must specify the period during which the Association will accept written ballots for counting, and a date certain on which all ballots must be returned to be counted.

(f) Action by written ballot may not substitute for the Turnover Meeting or the annual meeting of the Association.

## ARTICLE V
## BOARD OF DIRECTORS

### V.1 Number and Qualification

The affairs of the Association shall be managed by a Board consisting of (i) between one (1) and three (3) Directors (as determined by Declarant) prior to the Turnover Meeting; and (ii) between three (3) Directors and five (5) Directors after the Turnover Meeting (as determined by the Members from time to time). The Directors need not be Members prior to the Turnover Meeting but shall be Members after the Turnover Meeting; provided, however, that if a Lot is owned by more than one (1) Owner, only one (1) Owner of that Lot may serve on the Board at any time.

### V.2 Appointment

Until the Turnover Meeting, Declarant shall appoint the Directors, and may remove and replace the Directors, with or without cause, except that Declarant may revocably or irrevocably delegate the power to appoint, remove and replace Directors hereunder by written instrument delivered to the Association naming the party to whom the power to appoint Directors has been delegated. At and after the Turnover Meeting, the Directors shall be elected in the manner provided in Section 5.3.

### V.3 Election of Directors

At the Turnover Meeting, the Directors appointed by Declarant or its appointee shall submit their resignations, and the Members shall elect new Directors as provided herein. If three (3) Directors are elected, one (1) Director shall be elected for a term of one (1) year and two (2) Directors for a term of two (2) years. If five (5) Directors are elected, two (2) Directors shall be elected for a term of one (1) year and three (3) Directors shall be elected to serve for a term of (2) years. Thereafter, at each annual meeting of the Association, the Members shall elect the number of Directors equal to the number whose terms are then expiring, each to serve a term of two (2) years. Any Director may serve more than one (1) term. Voting for Directors shall not be cumulative.

### V.4 Removal

Any Director, other than a Director appointed by Declarant, may be removed, with or without cause, by the affirmative majority vote of the Members present, in person or by proxy, at any meeting of the Members at which a quorum is present. No removal of a Director is effective unless the matter of removal was included in the notice of the meeting and the Director whose removal is proposed is given the opportunity to be heard at the meeting. At the meeting, the

Members shall elect a replacement Director to serve the remainder of the replaced Director's term.

### V.5 Resignation

Any Director may resign at any time by sending a written notice of such resignation to the secretary. Unless otherwise specified in such notice, a resignation shall take effect upon receipt of the notice by the secretary.

### V.6 Vacancies

Vacancies on the Board caused by the death, resignation, or removal of a Director shall be filled by vote of the majority of the remaining Directors, even if they constitute less than a quorum. Any Director so elected shall serve the remainder of the replaced Director's term.

### V.7 Compensation

No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual out-of pocket expenses reasonably incurred in the performance of his or her duties.

### V.8 Liability and Indemnification of Directors, Officers, Manager and Managing Agent

The Directors and officers of the Association shall not be liable to the Association or the Members for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each Director and officer and the manager or managing agent on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. Each Director and officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved by reason of being or having been a Director, officer, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the Director, officer, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of their duties. As to any manager or managing agent this Section shall only be applicable to third party tort claims up to the amount of the Association's liability insurance coverage and shall not in any way apply to contractual liability or obligations under the management contract.

### V.9 Special Committees

The Board by resolution may designate one or more special committees, each committee to consist of two (2) or more Members which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. Such special committees must keep regular minutes of their proceedings and report the

same to the Board when required. The members of such special committee or committees designated shall be appointed by the Board or the president. The Board or the president may appoint Members to fill vacancies on each of said special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

**V.10 Powers of Board**

The business and affairs of the Association shall be managed by the Board. The Board may exercise all of the powers of an Association under the Act, except such as are by the laws of Oregon or the Governing Documents conferred upon or reserved to the Members. The Board shall have the power to:

(a) To adopt and publish the Rules and Regulations governing the use of Common Areas, and the personal conduct of the Members and their guests thereon, and to establish fines for the infraction thereof;

(b) To suspend a Member's voting rights and/or right to use the Common Areas (other than streets and roadways) during any period in which such Member is in default in the payment of assessments levied by the Association. Such rights may also be suspended, after notice and a hearing, for a period not to exceed sixty (60) days for an infraction of the Rules and Regulations or a violation of the Declaration;

(c) To declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board without just cause having been furnished to and accepted by the Board;

(d) To adopt an annual budget for the operation of the Association;

(e) To levy and collect assessments, late fees, interest and fines as provided in the Governing Documents, including filing liens against Lots and instituting legal proceedings to collect such assessments, late fees, interest and fines;

(f) To appoint and disband such committees as the Board deems appropriate;

(g) To establish, disburse and maintain such petty cash as is necessary for efficiently carrying on the business of the Association;

(h) To engage the services of a manager, an independent contractor, or such employees and contractors as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association;

(i) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners;

(j) To borrow funds to pay costs of operation of the Association with the approval of sixty percent (60%) of the Members present at a meeting of the Members at which a quorum is present;

(k) To grant easements or rights-of-way to any utility company, public agency or to any other entity;

(l) To protect or defend the Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for maintenance and replacement of the Common Maintenance Areas;

(m) To adjust the amount, collect and use any insurance proceeds to repair damage or replace damaged or lost property, and if proceeds are insufficient to repair damaged or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(n) To enforce the provisions of the Governing Documents and to enjoin and seek damages from any Owner for violation of such Governing Documents; and

(o) To exercise any additional or different powers necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Governing Documents or otherwise promoting the general benefit of the Members of the Association.

**V.11 Duties of Board**

It shall be the duty of the Board:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the votes of the Members who are entitled to vote;

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) To fix the amount of all assessments required or permitted under the Declaration against each Lot, and to send written notice of each such assessment to every Owner;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not assessments have been paid in respect to a particular Lot. A reasonable charge may be made by the Board for the issuance of these certificates, and the information contained on the certificates shall be binding on the Association.

(e) To procure and maintain adequate liability and property insurance on property owned by the Association or other property for which the Association has an obligation under the Declaration or these Bylaws to insure and, if deemed appropriate, insurance on the behalf of any Director, officer, employee, or agent of the Association against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such;

(f) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate;

(g) To cause the Common Maintenance Areas to be maintained;

(h) To maintain a current mailing list of the Members and Mortgagees who have requested notice of meetings and other events;

(i) To file annual tax returns for the Association;

(j) To adopt a budget annually for the Association to manage and operate the Subdivision. Within thirty (30) days after adopting the annual budget, the Board shall provide a summary to all Owners. If the Board fails to adopt a budget, the last adopted budget shall continue in effect; and

(k) To perform all other duties of the Association and the Board as set forth in the Governing Documents.

In performing its duties, the Board shall be governed by ORS 94.640 and the applicable provisions of ORS 65.357, 65.361, 65.367, 65.369 and 65.377, as amended from time to time.

## ARTICLE VI
## MEETINGS OF THE BOARD

### VI.1 Initial Meeting

The initial meeting of the Board shall occur within fourteen (14) days after the date the initial meeting of the Members pursuant to Section 4.1. Notice of the initial meeting shall be posted or sent to each Director and the Members in accordance with the requirements of Section 6.9.

### VI.2 Regular Meetings

Regular meetings of the Board may be held at such time as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be posted or delivered to each Director and the Members in accordance with the requirements of Section 6.9.

### VI.3 Special Meetings

Special meetings of the Board may be called at any time by the president or a majority of the Directors. Notice of special meetings shall be posted or delivered to each Director and the Members in accordance with the requirements of Section 6.9.

### VI.4 Emergency Meetings

Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the meeting. Only emergency meetings of the Board may be conducted

by telephonic communication or by the use of a means of communication that allows all Directors participating to hear each other simultaneously or otherwise be able to communicate during the meeting.

### VI.5 Executive Session

At the discretion of the Board, the following matters may be considered in executive session:

(a) consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;

(b) personnel matters, including salary negotiations and employee discipline;

(c) negotiations of contracts with third parties;

(d) collection of unpaid assessments; and

(e) for any other purpose permitted by ORS 94.640, as amended from time to time.

Except in emergencies, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president shall state the general nature of the action to be considered and when and under what circumstances the deliberations can be disclosed to Members. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in an open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

### VI.6 Adjournment

Any meeting of the Board may be adjourned by a majority of the Directors present at the meeting, even if a quorum is not present. When a meeting is adjourned for fewer than thirty (30) days, no notice of the resumption or reconvening of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

### VI.7 Board Meetings Open to all Members

Except of executive sessions, all meetings of the Board shall be open to the Members, provided that no Member shall have the right to participate in the Board's meeting unless such Member is also a member of the Board. The president shall have the right to exclude any Member who disrupts the proceedings at a meeting of the Board.

### VI.8 Place of Meetings

Meetings of the Board shall be held at a location determined by a majority of the Directors and designated in the notice by this Article.

### VI.9 Notice of Meetings

The secretary shall give written notice to each Director of any meeting of the Board at least three (3) prior to the date set for such meeting, stating the purpose, time and location of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Association, or to such other address as a Director may designate by written notice to the secretary given at least ten (10) days prior to the giving of notice of the meeting. Notice of any meeting may be waived by any Director at any time before or after the meeting. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given.

For other than emergency meetings, notice of Board meetings shall also be given the Members by posting at a place or places within the Subdivision likely to be seen by all Members at least three (3) days prior to the Board meeting, or by one of the means described in Section 4.6 not less than ten (10) days prior to the Board meeting.

### VI.10 Voting by the Board

Each Director shall have one (1) vote. The votes of more than fifty percent (50%) of Directors present at a meeting at which a quorum is present shall constitute the act of the Board.

### VI.11 Quorum

The presence in person of a majority of the Directors shall constitute a quorum for voting at a Board meeting. If less than a quorum is present at a meeting, a majority of the Directors present at the meeting may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

## ARTICLE VII
## OFFICERS OF ASSOCIATION

### VII.1 Enumeration of Officers

The principal officers of the Association shall be the president, secretary and treasurer, each of whom shall be elected by the Board in accordance with Section 7.2. The Board may appoint other officers as in its judgment may be desirable. All officers must be Members, or members of their immediate family, fiduciaries, beneficiaries or Mortgagees (and in the case of Lots owned by corporations, trusts or partnerships, the offices may be held by directors, officers, shareholders, trustees, partners or employees of such organizations).

### VII.2 Election of Officers

The officers of the Association shall be elected by the Board and shall hold office at the pleasure of the Board and until their successors are elected and qualified. If any office becomes vacant, the Board shall elect a successor to fulfill the unexpired term at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

### VII.3 Term

The officers of the Association shall be elected by the Board and shall hold office for a period of one (1) year, unless an officer resigns or is removed by the Board or is otherwise disqualified for service.

### VII.4 Resignation and Removal

Any officer of the Association may be removed from office, with or without cause, upon the affirmative vote of a majority of the Board and a successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. An officer of the Association may resign at any time by giving notice to the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

### VII.5 Vacancies

A vacancy in any office may be filled by election at any regular meeting of the Association or at a special meeting of the Board called for such purpose. The officer elected to fill a vacancy shall serve for the remainder of the term of the officer he or she replaces.

### VII.6 Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

### VII.7 Duties

The duties of the officers of the Association are as follows:

**President**

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and Board and shall have all of the powers and duties which are usually incident to the office of the chief executive officer of an Association, including, but not limited to, the power to appoint committees from time to time as may, in the president's discretion, be appropriate to assist in the conduct of the affairs of the Association.

**Secretary**

The secretary shall keep minutes of all proceedings of the Board and minutes of all Association meetings. The secretary shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. Association records shall be kept by the secretary, except for those of the treasurer. The secretary shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the president. In addition, the secretary shall act as vice president, taking the place of the president and performing such duties whenever the president is absent or unable to act, unless the Directors have appointed a vice president.

**Treasurer**

The treasurer shall be responsible for Association funds and securities and shall be responsible for supervising the managing agent and causing the same to keep full and accurate financial records and books of account showing all receipts and disbursements necessary for the preparation of all required financial statements. The treasurer shall review the reports and statements provided by the managing agent with respect to the deposit of all funds and other valuable effects in such depositories as may from time to time be designated by the Board, and the disbursement of Association funds in accordance with the approved Association budget and any special authorizations from the Board for unbudgeted items. The treasurer shall in general perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned by the Board. The treasurer shall cause all assessments to be deposited in a separate bank account in the name of the Association and all expenses of the Association to be paid from that account.

### VII.8 Execution of Instruments

All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the president. All checks for less than Two Thousand Four Hundred Ninety-Nine Dollars ($2,499.00) may be signed by the managing agent or any duly elected officer of the Association. All checks of Two Thousand Five Hundred ($2,500.00) or more shall require the signatures of at least two (2) authorized signatories.

### VII.9 Compensation

Other than reimbursement of reasonable out-of-pocket expenses incurred on behalf of the Association, no officer of the Association shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a majority vote of the Members present, in person or by proxy, at a meeting of the Members at which a quorum is present.

## ARTICLE VIII
## BUDGET, ASSESSMENTS, RESERVE STUDY AND MAINTENANCE PLAN

### VIII.1 Budget

The Board shall annually prepare and approve the budget for the Association and distribute a copy thereof to each Member as provided in the Declaration.

### VIII.2 Assessments

The Association shall levy and collect assessments and other charges pursuant to the terms of the Declaration.

### VIII.3 Reserve Study and Maintenance Plan

The Declarant and Association shall prepare a reserve study and maintenance plan pursuant to the terms of the Declaration.

## ARTICLE IX
## BOOKS AND RECORDS

### IX.1 Books and Records

The Association and managing agent (if applicable) shall keep (a) financial records sufficiently detailed for proper accounting purposes, including an assessment roll for each Lot (b) detailed records of the actions of the Board and managing agent (if applicable) and minutes of Board and Association meetings, (c) a list of Owners entitled to vote at Association meetings and a list of all Mortgagees whom have requested notice of meeting and other events, and (d) all other documents, information and records required to be maintained by the Association under the terms of the succeeding paragraph. All Association documents, information and records shall be maintained within the State of Oregon at all times.

The Association shall maintain within the State of Oregon the documents, information and records required to be delivered to the Association under ORS 94.616 and all other records of the Association for not less than the period specified for record under ORS 65.771 or any other applicable law, except that (a) the documents specified in ORS 94.616(3)(o), if received, must be retained as permanent records of the Association, and (b) proxies and ballots must be retained for one (1) year from the date of determination of the vote. Such documents, information and records shall include, but are not limited to, the following: (i) the Declaration and Bylaws, including any amendments or supplements thereto, (ii) the Plat, including any amendments or supplements thereto, (iii) the Rules and Regulations then in effect, (iv) the most recent annual financial statement of the Association, (v) the current operating budget of the Association, and (vi) any other documents required by the Act to be maintained by the Association. All documents, information and records shall be made reasonably available for inspection and duplication (at a reasonable fee) by Owners, Mortgagees, and prospective purchasers of Lots upon written request, unless such documents are protected from disclosure under ORS 94.670(8) or any other applicable law.

### IX.2 Financial Statements

Within ninety (90) days after the end of each fiscal year, the Board shall distribute to each Member and, upon request, any Mortgagee a copy of the annual financial statement of the Association, consisting of a balance sheet and income and expense statement for the preceding fiscal year. Commencing with the fiscal year following the Turnover Meeting, (i) if annual assessments exceed $75,000 for the fiscal year, then the Board shall cause such financial statements to be audited within one hundred eighty (180) days after the end of the fiscal year by an independent certified public accountant licensed in State of Oregon in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, or (ii) if the annual assessments are $75,000 or less, shall cause such review within one hundred eight (180) days after receipt of a petition requesting such review signed by at least a majority of Members. Notwithstanding the foregoing to the contrary, the Board need not cause such an audit or review of the financial statements of the Association to be performed if at least sixty percent (60%) of the Members, not including votes of Declarant with respect to Lots owned by Declarant, elect on an annual basis not to comply with the above audit requirements.

### IX.3 Tax Returns

The Board shall cause to be filed the necessary state and federal income tax returns for the Association.

### IX.4 Payment Vouchers

The method of approving payment vouchers (if applicable) for the maintenance, upkeep and repair of the Common Property and Irrigation System and payment for the expense of the Association will be as established from time to time by the Board.

### IX.5 Fiscal Year

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

## ARTICLE X
## INSURANCE

The Association shall maintain the insurance coverages required by Article 11 of the Declaration.

## ARTICLE XI
## RULES AND REGULATIONS

The Board shall have power to adopt and publish rules and regulations governing the conduct of persons and the operation and use of the Lots and the Common Areas as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Subdivision, and to establish fines for the infraction thereof. Such rules and regulations may be adopted upon a majority vote of the Directors present at a meeting at which there is a quorum present and as to which notice has been given as provided in these Bylaws. Such notice shall include a verbatim copy of all proposed rules and regulations. No rule or regulation shall be adopted without a copy thereof first having been delivered or mailed to each Member in accordance with the requirements of Section 4.6. Upon adopting any such rules and regulations, the Board shall cause copies thereof to be delivered to each Member. All such rules and regulations become binding on all Members and occupants of all Lots upon the date of delivery. Any rule or regulation which conflicts with these Bylaws or the Declaration shall be null and void.

## ARTICLE XII
## AMENDMENTS

### XII.1 General Amendments

Except as set forth below, any and all provisions of these Bylaws may be amended or repealed and new Bylaws may be adopted at any annual meeting of the Members, or at any special meeting called for that purpose, by at least a majority of the votes of the Members, and

the written consent of the Declarant so long as the Declarant is a Class B Member. Notwithstanding the foregoing to the contrary, if a particular provision required to be in the Declaration under the terms of ORS 94.580 is included in these Bylaws (including, but not limited to, voting rights of Members, the method of determining liability for assessments, and the period of Declarant control of the Association), then the voting requirements for amending the Declaration shall also govern the amendment of the provision in the Bylaws.

Amendments or changes to these Bylaws may be proposed by either a majority of the Board or by the Members holding at least thirty percent (30%) of the votes of the Association. The proposed amendment must be in writing and shall be included in the notice of any meeting at which action is to be taken thereon.

An amendment or change to these Bylaws shall not be effective unless it is (i) certified by the president and secretary of the Association as having been adopted in accordance with these Bylaws and ORS 94.625 and acknowledged in the manner provided for acknowledgement of deeds, and (ii) recorded in the office of the recording officer of Deschutes County, Oregon.

### XII.2 Declarant Amendments

Notwithstanding any provisions hereof to the contrary, the Declarant may unilaterally amend these Bylaws (i) at any time before the conveyance of the first Lot to a person other than Declarant or a successor declarant; (ii) to bring this Declaration into compliance with any provision of law, including, but not limited to, regulatory amendments permitted by Section 12.3; (iii) to correct scriveners' or clerical errors; and (iv) as otherwise permitted by applicable law.

### XII.3 Regulatory Amendments

Notwithstanding any other provisions of this Article XIII, and consistent with terms of ORS 94.585, Declarant shall have the right to unilaterally amend these Bylaws prior to the Turnover Meeting in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a planned community or lots in a planned community.

## ARTICLE XIII
## DISPUTE RESOLUTION

Before initiating litigation or an administrative proceeding in which the Association and a Member have an adversarial relationship, the party that intends to initiate litigation or an administrative proceeding shall offer to resolve the problem through a dispute resolution program pursuant to terms of ORS 94.630(4). The written offer to resolve the dispute must be hand-delivered or mailed by certified mail, return receipt requested, to the other party at the address contained in the records of the Association. The requirements of this Article XIV,

however, do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation or an administrative proceeding initiated to collect assessments (other than assessments attributable to fines).

## ARTICLE XIV
## MISCELLANEOUS

### XIV.1 Notices

All notices to the Association or to the Board shall be sent in care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board hereafter may designate from time to time. Any notice to a Member, except as otherwise provided in these Bylaws, shall be sent by first class mail to the address of Member last appearing on the books of the Association (or to such other address as the Member has designated in writing to the Association.

### XIV.2 Waiver

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation or provision was not enforced.

### XIV.3 Severability

Invalidation or partial invalidation of any provision of these Bylaws shall not affect any of the remaining provisions of the Bylaws.

### XIV.4 Personal Pronouns

All personal pronouns used in these Bylaws, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

### XIV.5 Headings

The headings contained in these Bylaws are for reference purposes only and shall not in any way affect the meaning or interpretation of these Bylaws.

### XIV.6 Conflicts

These Bylaws are intended to comply with applicable law and the Declaration. In case of any irreconcilable conflict, applicable law and the Declaration shall control over these Bylaws (unless these Bylaws expressly provide otherwise) and any amendments hereto, and any rules or regulations adopted hereunder.

### XIV.7 Dissolution

Upon dissolution of the Association, voluntarily or otherwise, it shall automatically be succeeded by an unincorporated association of the same name and having the same purposes. All assets, property, powers, and obligations of the Association existing prior to dissolution shall thereupon automatically vest in the successor unincorporated association.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF, Declarant hereby adopts these initial Bylaws.**

SKYLINE RANCH DEVELOPMENT, INC., an Oregon corporation

By: R L Coats
Name: Robin L Coats
Title: President

STATE OF OREGON )
) ss
County of Deschutes )

OFFICIAL STAMP
AMBER ROGERS
NOTARY PUBLIC-OREGON
COMMISSION NO. 990801
MY COMMISSION EXPIRES AUGUST 21, 2023

Ack
2·3·21
Desch. Co.

On this 3rd day of Feb, 2021, personally appeared Robin Coats AD as president of SKYLINE RANCH DEVELOPMENT, INC., an Oregon corporation, and acknowledged the foregoing instrument to be the voluntary act of said company.

NOTARY PUBLIC OF OREGON

*[Intentionally Left Blank]*

# Skyline Ranch Home Owners Association

Design Documents




CondoCerts™

SKYLINE

RANCH

BEND, OREGON

# DESIGN GUIDELINES

*Revised 2/17/2026*

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# 1. Building at Skyline Ranch

## *1.1 Introduction*

Skyline Ranch is a unique community, which preserves the natural beauty and integrity of individual home sites, while allowing diversity in individual residences. Skyline Ranch does not have any architectural themes. Homes in Skyline Ranch represent a variety of styles and unique architectural design approaches. This diversity in home design contributes to the quality of the community environment as well as to the individual characteristics of its residences.

Within this diversity of design approaches, the buildings and landscapes in Skyline Ranch are expected to employ high design standards that are appropriate for the community, considerate of the site, and respectful to neighbors.

The information in this chapter is intended to help you, as well as your designer, architect, builder, or landscape professional understand the rules, guidelines, procedures, and architectural standards relating to home design and landscaping in Skyline Ranch, and to acquaint you with the necessary approval process required for each stage of your project. We want to ensure that the design review and approval process is administered fairly and effectively, for the benefit of individual property owners and for the community.

We urge you to contact the Skyline Ranch Homeowners Association prior to filing any application to be sure you have the most current application form(s).

## *1.2 Construction Modification Standards*

The Architectural Review Committee (ARC) exists for the purpose of maintaining high standards of design development, and to oversee the appropriate building and property use in Skyline Ranch.

### 1.2.1 Deschutes County Building Requirement

Deschutes County has adopted the State of Oregon's Low Rise Residential Dwelling Code and related specialty codes. The County requires that a building permit be obtained prior to beginning construction, making additions, or changes to an existing structure. The County's adopted building codes may have requirements that are more restrictive than those published herein; in this case the most restrictive requirement would prevail. Applications with the intent of circumventing the County height restrictions or ARC height restrictions (30'average height above the existing natural grade) will not be approved. See Section 3.2 Exhibit B for building height restrictions.

Please verify all County regulations with:

1. Deschutes County Building Safety at (541) 388-6574 or at https://www.deschutes.org/cd/page/building-safety-documents
2. Deschutes County Land Use Planning at (541) 388-6560 or at https://www.deschutes.org/cd/webform/land-use-planning

## *1.3 Architectural Review Committee (ARC)*

The Board of Directors of Skyline Ranch (the Board) has established an Architectural Review Committee to oversee the application of all construction and modification procedures at Skyline Ranch. The ARC shall exercise these functions as provided in the Covenants, Conditions & Restrictions (CC&Rs) regarding the modifications, dissemination and enforcement of its rules governing the use and maintenance of home sites and the improvements thereon.

The ARC shall approve the installation of all buildings (including finishes and colors), fences, landscaping (including fountains, furniture and permanently placed play equipment), exposed solar devices, air conditioning, mechanical equipment, antennas, satellite dishes, utility meters, exposed site and building non-architectural components, as well as all other improvements.

### 1.3.1 ARC Membership

The ARC shall consist of at least three persons appointed by the Board. Members of the ARC may be removed and replaced at any time by the Board.

### 1.3.2 Maintaining High Standards

The ARC exists for the purpose of maintaining ambitious standards of design development, and overseeing appropriate building and property use in Skyline Ranch. Except as noted on the following pages, the ARC's submittal reviews, and subsequent rulings supersede all prior rulings.

The ARC specifically reserves the right to make objective, as well as subjective determinations of whether the goals of the Architectural Design Guidelines and the community have been met for a particular application and lot. These Design Guidelines may include requirements and limitations that are more restrictive than the provisions of the CC&Rs. In such instances, the terms, provisions, restrictions and procedures of the Design Guidelines shall govern.

## *1.4 Minor Improvements Submittal and Checklist*

The Minor Improvements Submittal and Checklist may be submitted for minor improvements in lieu of the Final Review Requirements. Minor improvements include: solar devices, fences, heating & air conditioning equipment, satellite dishes, landscape modifications, antennas, patios, retaining walls, outdoor lighting, and permanently placed equipment. The Minor Improvements Submittal and Checklist requirements include:

### 1.4.1 Site Plan

Drawn to scale (indicating the location of the proposed improvement on the property).

### 1.4.2 Specifications

Specifications and/or manufacturer's data describing the physical characteristics of the proposed equipment.

### 1.4.3 Scale Drawing

Detailed, scaled drawings, as necessary, to describe the physical size and configuration of the proposed improvements. These drawings should also illustrate improvements in relation to the existing home.

### 1.4.4 Written Description

A brief written description of the improvements, including proposed purpose, materials, and color.

## *1.5 Fees & Deposits*

Fees and deposits are required for most proposed improvements.

### 1.5.1 Application Fee

The Application Fee of $4,000 is non-refundable and must be in the form of a check made payable to the Skyline Ranch Homeowners Association, Inc. No fee is required for the Preliminary Review. The Application Fee includes payment for one Final Inspection and one Follow-up Inspection. Check sent to HOA office with lot # in memo section.

### 1.5.2 Additional Inspection Fee

A fee will be charged for additional inspections and for re-inspections due to non-compliance with the prescriptive requirements at a per hour consulting fee.

### 1.5.3 ARC Deposit for New Construction

In addition to the Application Fee a refundable deposit is required for new construction in the amount of $5,000. The deposit must be paid in the form of a check made payable to the Skyline Ranch Homeowners Association, Inc. Check sent to HOA office with lot # in memo section.

### 1.5.4 Alteration Deposit

Alterations and additions also require a refundable deposit. The purpose of the ARC deposit is to ensure compliance with all applicable requirements. The deposit will be refunded when the building and landscaping are complete and meet all ARC requirements, standards, CC&Rs and Design Guidelines.

## *1.6 New Construction or Addition Process Overview*

The following seventeen steps are to be completed when doing new construction or any addition to a dwelling at Skyline Ranch. The party responsible for each step is identified. The Preliminary Review is optional but highly recommended. Step one and all other steps beyond the Preliminary Review are REQUIRED.

**Overview**

1. Request Submittal Form and Application - Owner

**Preliminary Review**

2. Development of Proposal - Owner
3. Submit Application to ARC - Owner
4. Complete Preliminary Review (30 days) - ARC
5. Create any revisions necessary based on ARC response and repeat Steps 3-4 as needed for revisions - Owner

**Final Review**

6. Development of Proposal - Owner
7. Submit Application and Final Review Documents to ARC – Owner
    a. Application
    b. Architectural Drawings
    c. Exterior Color and Materials Board
    d. Landscape and Irrigation Plans
8. Final Review - ARC
9. Create any revisions necessary based on ARC response – Owner
10. Preconstruction meeting onsite with ARC and wildfire consultant
11. Final Review: Approval - ARC
12. Appeals – Owner

**Construction**

Construction must start within one year after approval and be completed within 24 months of commencement.

13. Install appropriate driveway culvert and bridge drainage ditch according to specifications in 2.10
14. Start Construction - Owner
15. Request Final Inspection - Owner
16. Complete Final Inspection - ARC
17. Complete any revisions requested by the ARC from the Final Inspection - Owner
18. Approved Final Inspection - ARC
19. Refund Deposit – ARC

## *1.6.1 Request Submittal Form & Application*

Request a current copy of the Association ARC Construction Submittal Form and Application. Owner(s) and agent(s) should read and understand the following documents prior to making a submittal to the ARC:

1. CC&Rs for Skyline Ranch Homeowners Association
2. ARC Construction Submittal Form and Application
3. Timetable and Checklist Outline
4. Architectural Rules and Standards

**Applicable Laws, Codes, and Ordinances**

Property development and home construction at Skyline Ranch is subject to all applicable codes and ordinances for the State of Oregon and Deschutes County, as well as all other pertinent regulations. The most stringent regulations shall apply in the event of a conflict.

**Disclaimer**

Skyline Ranch and its ARC are not responsible for reviewing, inspecting, approving, or certifying property development as it relates to any local, state, and federal codes and ordinances. ARC review and approval is limited solely to the design guidelines contained herein. Recommendations by the ARC or independent architectural consultant that the Owner comply with all applicable codes and ordinances shall not constitute review nor endorsement of said codes and ordinances.

## *1.6.2 Develop Proposal for Preliminary Review*

**General**

The Preliminary Review (PR), a conceptual design review, is intended to give an owner feedback early on in the design stage. While the PR is strongly encouraged, it shall not be mistaken as Final Approval for the construction or the improvement(s).

**Advantages of the Preliminary Review**

The Preliminary Review (PR) provides owner(s) and agent(s) an opportunity to have the conceptual design reviewed and to receive ARC advice about the proposed improvement at an early stage of the project, before more costly construction drawings are prepared and/ or application for building permits has been made. PR is a free service.

**Before Starting**

Check with the Skyline Ranch manager to make sure you have the most recent edition of the Skyline Ranch Design Guidelines (all copies are dated).

**Submittals**

The Preliminary and Final Review processes are similar and require the same amount of time for completion. Alterations, additions and entirely new buildings also require the same amount of time for the review process. Preliminary Review is recommended for both additions and new construction.

**Requirements**

At a minimum the ARC recommends the PR submission contain: a site plan and exterior elevations (both drawn to scale); and 8 ½" x 11" reductions of these drawings. No fee or application is required for the preliminary review.

## *1.6.3 Submit Application for Preliminary Review*

**Timeline**

The third step is to submit your application. Your submittal will take up to 30 days to review. The completed Construction Submittal Form and Application must be received by the ARC a minimum of 30 days in advance of the actual review meeting.

**Authorized Inspections**

(Article VI, Section 6.6, of the CC&Rs) – upon receipt of an application and submittal to build, the ARC and/or its representative(s) shall be authorized to make on-site inspections of the proposed construction site at any time.

**Requirements for Submission**

The Construction Submittal Form and Application is available on the association owner portal (www.aperionmgmt.com). This form is periodically revised and updated. Submittal requirements identified in the current Construction Submittal Form and Application supersede those identified herein.

At a minimum the ARC recommends the PR submission contain: a site plan and exterior elevations (both drawn to scale); and 8 ½" x 11" reductions of these drawings. No fee or application is required for the preliminary review.

## *1.6.4 Complete Preliminary Review*

The ARC shall complete the Preliminary Review and provide the applicant with feedback and requested revisions within 30 days.

## *1.6.5 Revise and Repeat Preliminary Review*

Create any revisions necessary based on ARC response.

## *1.6.6 Develop Proposal for Final Review*

**General**

The Final Review is a comprehensive assessment by the ARC and the retained architectural professional. The Final Review Application must be reviewed and approved by the ARC prior to commencement of construction. Regardless of whether a Preliminary Review was performed by the ARC, a Final Review is mandatory.

**Requirements**

1. **Application Form -** The owner(s) must complete, sign and date the signature page. All pages must be completed.

2. **Cover Sheet -** A cover sheet must be completed with pertinent addresses, phone numbers, legal description, street address, building area in square feet, etc.

3. **Existing Conditions Site Plan -** (topographic and boundary survey) with the following:

    3.1. Prepared, stamped and signed by a licensed Oregon surveyor
    3.2. Drawing scale at 1" = 10'or similar
    3.3. North arrow and graphic scale
    3.4. Title block with lot number and property address
    3.5. Property legal description
    3.6. Property and boundary lines
    3.7. All setbacks and all easements identified
    3.8. Existing contour lines with elevations indicated at one (1) foot intervals
    3.9. Existing tree survey indicating location, type, and size (in calipers)
    3.10. Existing rock outcropping locations
    3.11. Existing roadways with street names
    3.12. Existing sidewalks and pathways
    3.13. Points of connection for all utilities
    3.14. Adjacent lots including lot number. If lot is developed, provide approximate outline of home, appurtenant structures, and driveway

4. **Site Plan** - (1 copy - drawing scale at 1" = 10' or similar). The Existing Conditions Site Plan shall serve as the basis for the Site Plan and shall include:

4.1. A grading & drainage plan (professionally engineered is encouraged and may be required) accurately reflecting the existing contours of the site slope, and proposed contour changes (both at 1'maximum intervals), as well as any boulder retaining walls

4.2. Property lines, setbacks, sewer, and any other easements

4.3. Building site stake location and setbacks clearly identified

4.4. Building footprint location, roof plan including overhangs, and driveway (including material of driveway) clearly marked

4.5. All tree and rock outcropping locations (trees which are proposed for removal must be clearly designated as such on the plan)

4.6. All utility stub locations and their proposed routing to the home

4.7. Clearly marked locations of walkways, decks, patios, fire pits, boulder retaining wall(s), parking areas, proposed utility lines, service yard/trash storage, spa/hot tub facilities, utility, mechanical equipment, fencing (including height), etc.

4.8. Identify proposed screening and exterior enclosures for utility meters, HVAC equipment, and trash/recycling bins that are exposed to neighboring properties or public streets

4.9. The location of construction staging/access areas and temporary structures

4.10. The location of any homes on adjacent home sites

4.11. The elevation of the first floor of home (in relation to existing grade)

4.12. The highest ridge elevation of the home (in relation to existing grade); and

4.13. Existing and proposed "spot" grade elevations at all corners of the foundation

4.14. Notes indicating method(s) for protecting existing trees during construction

4.15. Dimensions for any roof overhangs that extend into any setbacks

4.16. Clearly marked locations for storm water retention areas

4.17. Clearly marked locations of primary and secondary drain fields, septic tanks, and any ejectors/pumps required for on-site sewage system

**5. Exterior Elevations -** (1 copy – drawing scale at ¼" = 1') to include:

5.1. All major sides of the home shall be elevated. Portions that are not visible on the primary elevations can be elevated separately, indicated on building sections, and/or shown on 3D views

5.2. All exterior building features clearly identified including all materials and finishes; (e.g. windows, doors, exterior lighting, roof, siding, railings, trims, patios, porches, decks,

foundation stairways, storage & trash enclosures, masonry, garage doors, meter housings, spa facilities, etc.)

5.3. The correct image orientation (stock plans reflecting mirror image will not be accepted)

5.4. The proposed structure's main floor line drawn with its elevation in relation to the existing grade in compliance with design guidelines

5.5. The elevation of the highest point of the roof ridge in relation to the existing grade

5.6. Accurate finished and existing grades drawn and noted on all elevations

5.7. Roof slopes identified

**6. Floor Plan(s) -** (One copy - drawing scale at ¼" = 1'; including graphic scale) to include:

6.1. All levels shown

6.2. Show the locations of patios, decks, hot tubs, and other accessory structures adjacent to the home

6.3. Room labels

6.4. Clearly mark the locations of utility meters on the home (gas and electrical)

6.5. Note the type(s) of any fireplaces proposed

6.6. The correct image orientation (stock plans reflecting mirror image will not be accepted)

6.7. If a separate garage or shop building is included within this submittal, floor plans shall be included

6.8. The square foot areas for each level. Separate areas shall be provided for covered areas such as patios, decks, porches, balconies, garages, etc.

**7. Roof Plan -** (One copy - drawing scale at ¼" = 1'; including graphic scale) to include:

7.1. Roof slopes and roofing material callout

7.2. Roof storm water collection methods and locations (i.e. gutters, downspouts, etc.)

7.3. Dimensions of roof eave overhangs

7.4. Roof attic ventilation methods (i.e. eave vents, roof vents, ridge vents, etc.). Include detail drawings and/or product cut sheets to ensure wildfire mitigation requirements are met

8. **Architectural Detail(s) -** (One copy – drawing scale to vary from ½" to 6" = 1') to include:

    8.1. Exterior details (i.e. exterior finishes, material transitions, siding to grade, window/door details showing trim, etc.)

    8.2. Roof details (i.e. eaves, overhangs, ridges, parapets, mansard roofs, gutters, downspouts, chimneys, etc.)

    8.3. Specialty details (i.e. Juliet balconies, railings, exposed structural supports, knee bracing, etc.)

9. **3D Views -** (One copy – at least four views showing the four corners of the proposed design with colors and materials indicated)

10. **Colors and Materials Board -** (One digital copy – showing proposed colors, materials, and exterior light fixtures). A digital version of the Exterior Colors and Materials Board shall include the items listed below. The digital version must be submitted, and a physical Exterior Colors and Materials Sample Board (2'x 3'maximum) shall also be submitted on site. The applicant's general contractor shall maintain the physical Exterior Colors and Materials Sample Board and keep on site during the duration of construction. Adjustments, clarifications, and changes to colors and materials after approval and/or the start of construction will require additional ARC review and approval.

    10.1. A completed Color Submittal Board identifying materials and colors

    10.2. Colors and finishes of exterior windows & doors (including garage doors), all proposed siding, trim, roofing, metal flashing (fascia, gutters, downspouts, etc.) other exterior materials that are visible on the exterior of the home

    10.3. Masonry and paver samples

    10.4. Exterior light fixture catalog cuts/specifications and/or drawings (if custom fixtures) included lumens, shielding, etc.

    10.5. Proposed fence details and finishes

    10.6. A written legend that corresponds to the finishes on the board

11. **Landscape Plan(s) and Details -** (One copy – drawing scale at 1" =10' or larger, including graphic scale,) to include:

    11.1. The Site Plan with proposed and existing contours, including stormwater facilities, shall serve as the base for the landscape plan. <u>The entire lot must be shown including setbacks and easements.</u> Additional sheets may be necessary to obtain the required scale.

    11.2. Location of all existing and proposed trees and all proposed plants shown graphically to scale on the plan.

11.3. Legend with list of trees and plants including quantity, botanical name, common name, and size at time of planting

11.4. Defensible landscape zones 1, 2, 3 (not irrigation) as they relate to building footprints

11.5. Drainage swales or storm retention areas, including size, capacity, materials, and any plants within

11.6. Clearly depict and identify pathways, decks, patios, paved areas, fencing, enclosures, fire pits, hot tubs, bbqs, etc.

11.7. Clearly marked locations for all landscape lights. Manufacturer catalog cut sheets for selected fixtures shall be included

**12. Irrigation Plan -** (1 copy – drawing scale at 1" = 10'or larger, including graphic scale) to include:

12.1. The landscape plan shall be the base for the irrigation plan

12.2. Point of connection/backflow prevention device, weather-based system controller

12.3. Valves, mainline runs, sleeves

12.4. Irrigation zones graphically represented

12.5. Final head layout encouraged, but not required

12.6. Irrigation plan must show entire lot with property lines, setbacks and easements

**13. Building Section** - (1 copy – drawing scale at ¼"; including graphic scale) to include:

13.1. When applicable, building sections shall be required to convey specific site conditions or building steps

13.2. Floor level(s) and stepped conditions

13.3. Roof slopes and building height

13.4. Methods for ventilating roof assemblies/cavities (e.g. ridge vents, eave soffit vents, roof vents, no-vented, etc.)

14. **Foundation Drawings Foundation -** To include:

    14.1. Foundation plans:

        14.1.1. Minimum scale at 1:10 or as appropriate for the site
        14.1.2. North arrow and graphic scale
        14.1.3. Existing and proposed topographic contours at one (1) foot intervals
        14.1.4. Grade elevations for top of footings, finish floor, slabs, and corners of the home
        14.1.5. Locations and sizes of footings, grade beams, stem/cripple/pony walls, posts, slabs, and retaining walls
        14.1.6. Outline of structure above
        14.1.7. Locations of property line and setback lines
        14.1.8. Location(s) of existing and/or modified rock outcroppings

    14.2. Foundation Sections
    14.3. Foundation Details
    14.4. Subsurface Drainage around perimeter of foundation(s)

15. **Site Plan and All Four Exterior Elevations -** (One copy each reduced to 8 ½" x 11" format)

16. **Digital Files -** Digital files (pdf format) of all required documents, including drawings and the application. Digital drawings are not required to be reduced and shall be full size sheets per the appropriate scale indicated.

17. **String Layout -** A string layout of the footprint of the house, driveway and on-site parking locations shall be completed at the time of application. All corners of the lot must also be accurately staked at the time the string layout is completed.

## *1.6.7 Submit Application for Final Review*

Your submittal may take up to 30 days to review.

**Authorized Inspections**

(Article VI, Section 6.6, of the CC&Rs) – upon receipt of an application and submittal to build, the ARC and/or its representative(s) shall be authorized to make on-site inspections of the proposed construction site at any time.

The Construction Submittal Form and Application is available on the association owner portal (www.aperionmgmt.com). This form is periodically revised and updated. Submittal requirements identified in the current Construction Submittal Form and Application supersede those identified herein.

The completed Construction Submittal Form and Application must be received by the ARC a minimum of 30 days in advance of the actual review meeting.

## *1.6.8 Final Review*

**Architectural Review**

During the thirty (30) day period following the receipt of your proposal for Final Review, an independent architectural consultant to the ARC will review the submittal, check for compliance and drawing accuracy, and write a summary of their findings.

**ARC Meetings are Closed**

Only ARC members, property management staff and the independent architectural consultant will be present. During the meeting the ARC will review the application, drawings, technical documentation, and the independent architectural consultant's summary of findings.

## *1.6.9 Revise and Repeat Final Review*

Create any revisions necessary based on ARC response. Repeat as needed.

## *1.6.10 Final Review: Approval*

**ARC Conditions**

After the ARC meeting, a conditions letter is prepared listing ARC comments, requirements, concerns and/or conditions of approval. At your request, a copy of this letter will also be provided for your design and construction agent. If there are specific areas of concern or a requirement for more information, the Owner and/or his agent(s) may be required to provide revised drawings or supplemental information before the ARC will issue a Final Approval allowing construction to begin. Only written review requirements and authorizations are considered as a matter of record. Verbal communications will not be considered as a matter of record.

**View Corridor Tree Removal**

Except for trees that must be removed for foundation excavation, trees marked for removal within the view corridors must remain on the site until the home is framed. The request for removal of these trees will be addressed once the home is framed and ARC members conduct an on-site visit. Unauthorized tree removal will result in immediate forfeiture of the deposit and suspension of all construction activity on the property until a remediation plan and a new deposit are received and approved by the ARC.

**ARC Approval Letter Requirement**

Excavation and construction may begin once all conditions are resolved, a final ARC approval letter has been issued, the conformance agreement (attached to your approval letter) has been signed and returned to the ARC, and all necessary building permits are obtained from Deschutes County. A preconstruction on-site meeting with ARC will also be required prior to start of construction.

**Extension Requests**

An applicant may request an extension from the ARC for their final approval or construction duration due to hardships or unforeseen circumstances. The extension shall be in writing and explain, in detail, the reason(s) for requesting an extension and the duration of the requested extension. The extension request shall be received by the ARC thirty (30) days prior to the effective start date of the extension. Under no circumstances shall an extension exceed one hundred and eighty (180) days. An extension is not guaranteed and subject to ARC discretion. An extension issued by the ARC is applicable only to the Skyline Ranch Homeowners Association in regard to its Design Guidelines and CC&Rs. An ARC-issued extension does not override any applicable permit approvals, durations, extensions, and/or code changes required and enacted by the City of Bend, Deschutes County, and/or all other authorities having jurisdiction (AHJ) of the development.

**Variance Request**

An applicant may request a variance from the ARC to these Design Guidelines. A variance request shall be in writing at the time of either preliminary and/or final review. The variance request shall state the reason(s) for a variance to the Design Guidelines and cite the relevant Guideline sections. A variance is not guaranteed and subject to ARC discretion.

## *1.6.11 Appeals*

Appeals to the ARC will be scheduled as needed. Should an appeal hearing be required, the format of the hearing shall be as follows:

1. Introduction: Appellant, Board and Management
2. Orientation and Outline of Proceedings
3. Statement regarding the Board's goals for the hearing
4. Summary of applicable governing documents (including the "Rules of Order" explaining which documents supersede others)
5. Outline of the powers and duties of the Board
6. Summary of notices given to the Appellant
7. Time constraints for the Appellant's Presentation
8. Appellant's Presentation

9. Questions and Adjournment

**Appellant's Presentation**

The Appellant may present supporting evidence challenging the Board's or ARC's interpretation of the pertinent governing documents, or request the Board override a provision in the pertinent governing documents. The Board does not have the authority to change or override any provision contained in the CC&Rs.

**Questions and Clarifications**

Members of the Board may choose to ask for clarification and/or additional information regarding one or more components of the Appellant's Presentation.

**Appeal Decisions**

The Board will usually convene at a later date to make determinations regarding the appeal and will inform the Appellant of its decision in writing.

## *1.6.12 Construction*

Construction may begin following ARC Final Review and approval, installation of approved driveway access point including culvert and drainage ditch bridging material (see 2.10), and an on-site meeting with ARC.

## *1.6.13 Final Inspection: Request*

**Scheduling Inspections in Advance**

Due to the volume of inspection requests during the building season or to delays as a result of severe weather, allow for up to three weeks or more when requesting inspections.

**Construction Compliance Checklist**

To assist owner(s) and/or their agent(s) in determining if a property is ready for Final Inspection (and to avoid the potential of costly additional inspections) the ARC has developed a checklist of the more common non-compliance issues found during the Final Inspection. Examples of typical non-compliance issues include:

1. **Paint -** All exterior components must be painted to blend in with the surrounding colors (utility meters, utility junction boxes, plumbing vents/flashings, piping, gas vents, roof vents, flue shroud, etc.).

2. **Drainage -** All site drainage must be retained and disposed of on the Owner's property. Dry wells, cisterns, and approved drainage swales are three commonly used methods to retain storm water. Provisions for the disbursement and containment of roof, gutter, site, landscape, walkway and driveway drainage are the property owner's responsibility.

3. **Screening -** All exterior elements of heating and/or cooling systems, trash and recycling containers, utility meters, and firewood must be screened from the view of neighboring homesites and roadways. Where applicable, HVAC units must be insulated to reduce noise transmission to acceptable levels at adjoining properties. Hot tubs must be installed in an approved location and screened as approved by the ARC
4. **Signage -** The Contractor's sign must be removed.
5. **Address Monument -** Address monument ordered and installed in location approved by Skyline Ranch HOA
6. **Site Clean-up -** All excavation spoils, construction materials, and construction debris must be removed from the site.
7. **Home Entrance Lighting -** Only two fixtures with visible light sources are permitted on a home. The shroud for these fixtures may be translucent or transparent. The fixtures must be positioned to enhance and identify the entrance of the home, and each fixture is limited to a maximum light output equivalent to a 60 watts incandescent bulb (a fixture with three lamps may have the light output equivalent to three 20-watt incandescent bulbs).
8. **Exterior Wall Lighting -** All other exterior walls must have downward-directed light sources which are shielded with an opaque material. No part of the lamp may be exposed through perforated opaque material, translucent or transparent shrouds.
9. **Foundation -** No more than eight inches of concrete/foundation may be exposed anywhere around the base of your home.
10. **Driveway Lighting -** Walkway, landscape and all other decorative light fixtures may not have any portion of the lamp(s) exposed to neighboring properties or public streets.
11. **Decks and/or Porch Supports -** Elevated decks with living areas below shall have supports of not less than 6"x 6". Built-up wing walls and built-up columns clad with siding material.
12. **Landscaping -** The landscape installation shall be completed in accordance with the approved Landscape Plan. Any areas disturbed during construction that are not landscaped must be restored to a native state. Restoration or re-naturalization of areas disturbed by the construction of your home includes planting native plant materials and feathering the transitions between truly native areas and newly restored areas.
13. **Miscellaneous Items -** The location of items such as play structures, hot tubs, satellite dishes, dog runs, etc., must be approved by the ARC

## *1.6.14 Final Inspection*

The purpose of the Final ARC Inspection is (to the extent possible and reasonable) to verify that the exterior of the improvements and associated landscaping have been completed in accordance with the visual and aesthetic requirements identified in the approved application and design documents. It is the sole responsibility of the depositor to arrange the Final ARC Inspection.

**Access to Property -** The depositor shall make the subject property/construction site available to ARC members and its consultants (architectural and landscape) to perform any and all required Final ARC Inspection(s). If entry into a construction zone is required to perform inspection(s), the depositor's general contractor shall provide the ARC members and its consultants with the necessary safety training and proper personal protective equipment (PPE).

**Survey and Measurements -** Detailed surveys and measurements are generally not included as part of the Final Inspection; it is not the ARC's responsibility to verify lot lines, setbacks or other potential encroachments.

**Non-complying Items -** All non-complying items discovered during the Final Inspection must be corrected prior to the Follow-up Inspection. As previously outlined, the Application Fee includes payment for one Final Inspection and one Follow-up Inspection.

**Additional Inspection Fee -** A fee will be charged for additional inspections and for re-inspections due to non-compliance with prescriptive requirements.

**Non-Compliance -** Should an Owner(s) or agent(s) fail to comply with the prescribed corrective action within the specified timeline, the violation will be deemed "non-compliant" and will be subject to the Association's Enforcement Policy. Refund of the ARC deposit will not be made to non-compliant Owner(s) or their agent(s).

**Notice of Violations and Timeline for Corrective Measures -** Written notice and a reasonable timeline for correction of violation(s) of the Rules and Design Guidelines discovered during an inspection will be sent to the home site Owner(s) and (at the request of the Owner) their agents.

**Scope of Inspections -** All ARC inspections performed by ARC members and its consultants is limited in scope and authority to that of the exterior improvements and associated landscaping of the subject property and in accordance with the approved application, design documents, and these design guidelines. Inspections by ARC members and its consultants ***do not*** entail review and verification of compliance with building codes, fire/life/safety, accessibility laws, county development codes, OSHA regulations, etc. ARC members and its consultants are not responsible for site safety, construction phasing, means and methods, and other construction activities that are the responsibility of the Owner's general contractor.

## *1.6.15 Final Inspection: Address Necessary Changes*

The Owner must make any changes required by the ARC from the final inspection.

## *1.6.16 Final Inspection: Approval*

The ARC must communicate approval to the Owner following a final inspection that does not require additional changes.

### *1.6.17 Refund of Deposit*

To initiate the deposit refund process Owners must notify the HOA in writing that all requirements have been met and must request a Final Inspection. All deposits eligible for refund shall be refunded to the depositor unless the depositor provides written consent to transfer the deposit to another party.

Deposits shall be refunded if the building and landscaping improvements are completed as approved (as determined during the ARC's Final Inspection), providing:

1. Improvements meet all standards, requirements, conditions and Design Guidelines, and construction is consistent with the ARC approved plans and specifications
2. The ARC Final Inspection approval is obtained within 24 months of the date of the initial ARC approval letter.

**Deposit Forfeiture -** The deposit shall be forfeited if the ARC's Final Inspection approval is not obtained within 24 months of the date of the initial ARC approval letter.

**Forfeited Deposits -** Forfeited deposits may be used by the HOA to bring the subject's property into compliance with the ARC approved plans and specifications or the ARC standards, requirements, conditions and Design Guidelines, for general ARC expenses, or for other association expenses as deemed appropriate by the Board.

## *1.7 Exceptions*

Exceptions to these procedures and standards shall be considered on an individual basis and may be granted based on architectural merit. The ARC reserves the right to amend or alter the procedures and standards as required.

## *1.8 Enforcement*

Violations of the ARC Guidelines are subject to the Enforcement Policy and Fine Schedule.

# 2. Rules & Design Guidelines

## *2.1 Accessory Buildings*

**Temporary Construction Shelters**

Only buildings to be used as temporary construction shelters may be placed on a home site during the construction of the main residence.

**Miscellaneous Structures**

Separate garages, dog houses, tool sheds, playhouses, wood storage, etc., which are not integrated with or as part of the main residence, will require written ARC approval. Sheds comprised of wood siding will not be allowed.

**Accessory Structures (within the 5-30 Foot Defensible Space Zone)**

1) All structures and overhead structures (e.g., pergolas, carports, garages, gazebos), sheds, greenhouses, playsets, etc. with a footprint greater than or equal to 15 square feet and within 30 feet of the home and attachments, where provided, shall meet all the following requirements:

   a) Structures shall be at least 10 feet from the home and attachments.
   b) Structures shall meet the same wildfire resilience requirements for the home, such as roof covering, gutters and downspouts, vents, 6-inch vertical noncombustible wall covering clearance, decks, and the 0-5 Foot Noncombustible Zone surrounding them.
   c) Space multiple structures at least 10 feet apart from each other. Each structure's 0–5 Foot Noncombustible Zone under and around the structure shall not overlap the 0–5 Foot Noncombustible Zone required for the home, decks, or other structures within 30 feet.
   d) Shall have no more than 3 total accessory structures within 30 feet.

## *2.2 Aluminum Windows, Door Frames, and Skylights*

Aluminum windows, door frames and skylights must be vinyl clad or bronze anodized, unless other treatments are specifically authorized in writing by the ARC. The use of Sola-Tube type skylights must have prior ARC review and written approval.

## *2.3 Animal Runs and Restraint Areas*

All animal runs and animal restraint area must receive prior ARC review and written approval before they are built. These areas shall be placed on a home site in a location completely concealed or screened from view from roadways and neighboring home sites.

## *2.4 Buildable Area*

The buildable area shall meet the following requirements:

1. **Minimum building area -** 2,500 square feet of minimum building area provided that primary residence shall have a minimum floor area of 1,800 square feet excluding garage.

2. **Maximum building area -** 8,000 square feet of maximum building area.

**Building Setbacks**

Building setbacks are measured from the property line(s) to the farthest extent of the building (footings, trash/recycling/HVAC enclosures, window bays, or any other portion of the building). On grade improvements such as decks, patios, driveways, turnarounds, retaining walls and walkways shall have a minimum 5 feet setback and have additional setbacks requirements as described in the "Additional Setbacks" section (See Exhibit "B", Additional Setbacks Illustration, section 2.48).

**Setback Requirements from Property Lines**

1. **Front Yard -** Minimum 40 feet setback from each street frontage property line.
2. **Side Yard -** Minimum 30 feet setback from each side property line.
3. **Rear Yard -** Minimum 30 feet setback from the rear property line.
4. **Solar Setback-** The solar setback shall be as prescribed in DCC 19.88.210.
5. **Park Setback -** Minimum 100 feet from Shevlin Park.
6. **Slope Setback -** Minimum of 30 feet from the edge of the Tumalo Creek Canyon Rimrock.

**Additional Setbacks**

1. **On-grade Improvements (< 30 inches) -** On-grade improvements (i.e., decks, patios, driveways, turnarounds, retaining walls and walkways with surfaces that are 30 inches or less above the existing grade) must maintain a 5 feet minimum setback from any property line.

2. **On-grade Improvements > 30 inches) -** On-grade improvements (i.e., decks, patios, driveways, turnarounds, retaining walls and walkways with surfaces that are more than 30 inches above existing grade) must comply with the following:

    i. The improvement's height above the existing grade must have at least a 2:1 (i.e., horizontal: vertical) relationship from a property line (e.g., a retaining wall with a finished surface that is 3 feet above the existing grade shall be a minimum of 6 feet from the property line) (see Exhibit "B", Additional Setbacks Illustration, section 2.48).

**Deschutes County Code**

Architectural features such as cornices, eaves (roof overhangs), canopies, sunshades, gutters, chimneys and flues shall not project more than three feet into a required yard, provided that the projection is not closer than three feet to a property line.

## *2.5 Building Height*

All Skyline Ranch Home sites are subject to the association's Rules & Design Guidelines' height calculation formula (See Section 3.2 Exhibit B, Building Height Calculation. The association's Rules and Design Guidelines enforce a 30-foot average building height limitation based upon the County's requirements.

**2.5.1** **Backfilling -** Excessive backfilling is not allowed to impact or affect the association's Rules & Design Guidelines building height calculation. Application with the intent of circumventing the County height restrictions or association's Rules & Design Guidelines height restrictions will not be approved.

**2.5.2** **Height Confirmation -** In instances where proposed building heights are close to the established limit, the ARC may (during the construction process) require that the owner of a home site have specific site and building elevations confirmed by a licensed surveyor.

The accompanying Exhibit B illustrates and explains how building height is calculated in determining compliance with the association's Rules and Design Guidelines (refer to Exterior Design Treatment, section 2 for more information on reducing the impact of imposing façades).

**2.5.3** **Deschutes County Definitions**

**Building, Height -** The vertical distance from the average contact ground level of the building to the highest point of the building.

**Height of Building -** The vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof or to the center height between the highest and lowest points on other types of roofs.

**Grade or Ground Level -** The average elevation of the finished ground elevation at the centers of all walls of a building; the sidewalk elevation nearest the center of the wall shall constitute the ground level.

## *2.6 Chimneys*

All exterior chimney chases surrounding flues and gas fireplace vents must be constructed of stone or brick. The chimney chase and shroud must be large enough to completely cover the metal fireplace flue; the flue must be topped with a spark arrestor.

**Paint Requirements -** All chimney chases, flues and shrouds shall be painted to match surrounding materials; unfinished metal flues are not permitted.

## 2.7 Decks, Porches, and Deck/Porch Skirting

Elevated decks with living areas below shall have supports of not less than 6 inches x 6 inches. Built-up wing walls and built-up columns shall be clad with siding material. Due to the wildfire threat in central Oregon all decks in Skyline Ranch will be constructed from a composite material, such as Trex or Trex equivalent.

**Skirting Requirement.** Decks and/or porches which are more than 24 inches above existing grades and have no living area below shall be skirted. Skirting shall be recessed 18 inches to 24 inches to create shadows and alleviate the appearance of massive under deck /porch walls. Skirting shall be made of the same material and applied in the same direction as the home (unless otherwise approved by the ARC).

**Long Deck Runs.** The deck areas of home sites are an integral part of living at Skyline Ranch as well as an integral part of the view from neighboring properties. Long uninterrupted runs of deck will not be permitted. Projections, steps or other architectural features must be incorporated in the deck design.

**Patios, Decks, and Overhead Structures** (Covered Porches, Pergolas, Carports, and Gazebos, etc.). Attached patios and decks, including stairs and overhead structures, are considered part of the building footprint and shall meet all the following requirements:

1) The structure shall have its own 0–5 Foot Noncombustible Zone, measured from the outermost posts.
    a) Exception: Noncombustible patio walking surface and completely noncombustible (e.g., metal) pergola.
2) All walking surfaces shall be clear of vegetative debris, planter boxes, and climbing vines.
3) Woody vegetation, including plants, shrubs, bushes, and trees, are not permitted.
    a) Exception: Up to 10 noncombustible potted plants (e.g., terra cotta or clay) are permitted, provided:
        i) Each plant, including the noncombustible pot, shall not exceed 36 inches in height and width.
        ii) Potted plants can be relocated indoors or at least 30 feet from the home during Red Flag Warnings or extended absences.
4) Furniture shall be noncombustible framed (e.g., cast iron, aluminum, or metal), including but not limited to hanging chairs, rocking/lounge chairs, swinging benches, picnic benches, tables and chairs, and sectional furniture with ottomans.
    a) Exception: A small number of combustible items (e.g., chair cushions) that can be relocated indoors or 30 feet away on Red Flag Warning days or during extended absences are permitted.
5) Where provided, detached decks and overhead structures within 30 feet of the home shall meet the same requirements as attached decks.
6) Wood decks with a walking surface of 4 feet or less above the ground, shall be enclosed with the following:
    a) Noncombustible, corrosion-resistant mesh. The mesh openings shall not exceed 1/8-inch in diameter and shall fully enclose the outer edge of the deck from the walking surface to the ground.
    b) Noncombustible skirting material. (e.g. fiber cement, metal, stone siding.
    This enclosure is required to reduce debris accumulation and limit ember intrusion beneath the deck.

## 2.8 Design Duplication

Duplication of a house design is discouraged. In cases where similarity in home design or appearance is deemed a concern by the ARC, modifications to the home may be required to eliminate similarities.

## *2.9 Drainage*

A drainage plan must be included as part of all construction and landscape submittals and is subject to ARC approval. All site drainage must be retained and disposed of on the Owner's property. Provisions for the disbursement of drainage from roofs, gutters, home site, landscape, walkways and driveways are the property owner's responsibility. Owners should consult with a professional engineer or contractor to discuss their drainage risk factors and specific solutions.

**Exceeding Drainage Capacity** - Some homes at Skyline Ranch may be subject to additional water drainage and erosion problems (e.g., drainage from street run-off) that could exceed their system's designed capacity. Owners and/or agents who encounter drainage or erosion problems should investigate the possibility of a free-draining foundation system around the entire perimeter of the foundation, or other effective drainage systems recommended by their drainage professionals.

## *2.10 Driveways*

Only one driveway connection to the street is encouraged per home site. If the design of the home and site placement allows, it may be considered to have multiple driveway connections at the sole discretion of the committee. The driveway shall be a maximum of 14 feet wide. Gravel is prohibited for the final driveway finish.

**Drainage culverts for driveways must be installed prior to initial access to property, before any construction activities may begin. Pipes used for culverts must be galvanized steel and shall not be blue or green in color. Drainage ditches must be bridged with grey crushed 3/4" – 0 spec aggregate matching existing roadside material. Crushed drain rock shall be used at ends of culvert drains to shroud culvert and will match existing onsite check dams.**

## *2.11 Excavation and Landscape Treatment*

Each home site shall be developed with minimal modification of the existing topography. All excavation spoils must be removed from the site. All areas disturbed during construction must be restored to their original/ natural appearance or modified in accordance with an approved Landscape Plan.

**Natural Restoration -** Natural area restoration includes replanting native grasses and other native plant materials and redistributing compost to cover raw earth.

**Landscaping Excessive Slopes** - Landscaping shall be designed to "disguise" excessive slope areas caused by fill for driveways and around the foundation of homes.

**Existing Grade -** Existing or natural grade is defined as the site topography which exists at the time a lot is sold to the first Owner by the project developer. Fill material subsequently brought to a site does not modify the existing grade reference.

## *2.12 Exterior Colors and Stains*

All exterior colors are subject to review and written approval by the ARC; this includes both the original painting and subsequent repainting of the home. The exterior color treatment shall be continuous on all elevations. Very bright and/or very bold body colors will generally not be acceptable.

**Color Duplication** - Avoid duplicating the colors of nearby homes.

**Repainting** - Colors used to repaint must also be approved by the ARC. Time and weather will degrade the original exterior color of a home. As a result, partial repainting of the home using the originally approved color(s) will not be allowed

**Natural Siding and Logs -** Natural wood siding, peeled logs and natural shakes must be stained and/or treated.

## *2.13 Exterior Design Treatment*

**Consistency**

Exterior treatments used on the building walls shall be continuous and consistent on all elevations/sides of the residence in order to achieve a uniform and complete design, and to avoid a "veneer" look. Exterior siding material must be carried down to within eight inches or less of the grade and must be sloped or stepped appropriately to match the finished grade. Building elevations proposed by owner shall show how exterior siding terminates at grade for ARC review and approval.

**Design Coordination**

The ARC encourages and may require that fenestrations, projecting bays, and all other architectural features be coordinated on all sides of the building. Integrating architectural elements into the design will enhance the architectural character of the building.

**Stucco & Masonry**

The use of stucco and/or masonry materials may be exempt from the above "Consistency" requirement. Many times, these materials may be used in conjunction with other approved siding materials to enhance the architectural style and appeal of all sides of a home. Stucco or Masonry must be used in combination of other materials. When masonry is used on the front of a home and it extends to any front corner, it must extend around onto the adjoining side elevation for at least 4 feet. Material transitions are subject to review and approval of ARC.

**Steep Slope Conditions**

The design of a dwelling shall consider the negative visual impact of tall and imposing façades on neighboring properties. This is of concern with any home designed for a home site of considerable slope; it is of particular concern where the tall, flat face of a building may be exposed to roads or adjacent downhill sites. Steep slope design features to consider include:

1. Adequately excavating for the lowest floor to better 'marry' the building to the site

2. Selecting roof pitches and roof massing that lessen the perception of height
3. Stepping the building profile from the point of low-grade back toward the higher grade to reduce the building mass (particularly as seen from lower viewpoints); and
4. Reducing story heights at the ends of the building adjacent to neighboring properties to substantially soften such end conditions.

**Tall and Uninterrupted Walls**

Prudent use of materials may be effective tools to reduce the appearance of height and mass (masonry wainscoting, base trim boards and frieze boards are a few design alternatives for effectively eliminating long, tall, uninterrupted walls). Other alternatives are utilizing stepping of the masing, offsets, and plane changes.

**Hillside Home Sites**

See Section 2.24.

## *2.14 Exterior Lighting*

The purpose of the exterior lighting requirements is to eliminate glare and annoyance to adjacent property owners and passersby.

**Lighting Design and Location -** The design, number, light source wattage and location of all exterior lighting fixtures is subject to ARC review and written approval. Examples of exterior lighting fixtures include (but are not limited to) exterior wall, pendant, driveway, walkway and landscape lighting

**Light Fixture Submittal -** The light fixture submittal must be an actual fixture, a legible drawing and/or a catalog cut showing the design.

**Exterior Light Locations, Buildings -** All exterior wall light fixtures must be shown on the exterior elevations of all new construction submittals.

**Exterior Light Locations, Other -** All driveways, walkways and landscape lighting must be included with the landscape plan. Driveway lights must be spaced apart 40'. Path/walkway lights are to be spaced 25' apart. Exterior light fixtures installed without ARC review and written approval must be removed.

**Visible Light Source -** Only two fixtures with a visible light source are permitted on a home and are subject to ARC review and written approval regarding their exact location. The shroud for these fixtures may be translucent or transparent. The fixtures must be positioned to enhance and identify the entrance of the home. Each fixture is limited to a maximum light output equivalent to a 60 watts incandescent bulb (a fixture with three lamps may have the light output equivalent to three 20-watt incandescent bulbs). Colored lamps are prohibited.

**Shielded Light Fixtures -** All other exterior wall fixtures (including driveway, landscape and all other decorative light fixtures) must have downward-directed light sources which are shielded with an opaque material. No part of the lamp may be exposed through perforated opaque material, translucent or transparent shrouds. Colored lamps are prohibited.

**Holiday Lighting Variance -** A variance for outdoor special holiday lighting is only granted between the Saturday before Thanksgiving and the second weekend in January. All holiday lighting must be turned off by 11:00 p.m. daily and completely removed by the end of the second weekend in January.

## *2.15 Exterior Walls and Trims*

For home designs proposing the application of composite exterior materials, consideration shall be given to the appropriate balance and proportion of the proposed materials, as well as to the specific areas of their use. Materials approved for use on exterior walls and trims include, but are not limited to the following:

1. **Wood Siding and Elements -** Wood siding shall be limited to accent and shall be stained to complement the other materials on the home.
2. **Fiber Cement Siding -** Siding can be arranged in any of the following manners: vertical board & batten; horizontal lap; shake; or approved equal. Attachments (screws, nail heads, etc.) must be concealed.
3. **Brick -** Adhered veneer or attached brick.
4. **Textured masonry -** Adhered or attached masonry veneer of stone or rock.
5. **Stucco -** Stucco and synthetic stucco.
6. **Board Formed Concrete -** Architecturally formed concrete may be allowed but subject to ARC review and approval.

**Prohibited Materials and Conditions**

Exposed plain concrete (8 inches maximum exposure at the foundation), plain concrete blocks (CMU), corrugated metal, unarticulated panel siding (e.g., T-1-11, plain plywood, sheet press board), exposed seams on sheet products (e.g., plywood or pressboard type) and other similar quality, non-durable products are prohibited.

All exterior walls shall have at least 6-inches of noncombustible material (e.g., exposed concrete foundation, fiber cement, brick or stone veneer, stucco, metal flashing) applied vertically on the base of the wall measured from the ground at grade and the nearest horizontal surface (e.g., decks and patios).

## *2.16 Fencing and Screening*

### 2.16.1 Fencing

Fences require specific review and written approval from the ARC before they may be placed. All fencing shall be consistent with the provision on Section 10.20 of the CC&Rs and the COL agreement. A fence is defined as a structural or ornamental barrier separating one space from another. Fencing considerations include;

1. **Promoting Open Space -** Fences require specific review and written approval from the ARC before they may be placed. All fencing shall be consistent with the prevision on section 10.20

of the CC&Rs. A fence is defined as a structural or ornamental barrier separating one space from another.

2. **Fencing Height -** Fences shall be limited to five (5) feet in height from ground level, shall be connected to the house structure (connection made with a section of non-combustible material), and shall blend or follow natural terrain and landscaping. Long runs of fencing shall be avoided and, if approved, must be articulated to create interest in the fencing surface.

3. **Garden Fencing -** Deer fences surrounding small gardens are permitted pending ARC review and approval. The height of garden fences is limited to 6 feet from ground level. Wood materials are not allowed for garden fencing. The fence must be in a pattern of 4 inches by 4 inches and be painted black.

4. **Height Exceptions -** In some cases, taller fencing may be allowed or even required to properly screen mechanical equipment, laundry drying apparatuses or similar installations

### 2.16.2 Screening Recreational Facilities

Fencing recreational facilities in private areas will be judged on an individual basis by the ARC, taking into consideration such factors as location, exposure to public view, and natural screening in the immediate vicinity. Above ground pools will not be allowed.

In-ground swimming pools, swim spas, plunge pools, hot tubs, and associated equipment shall be screened from adjacent roads, the public right of way, and neighboring properties. Screening will help to promote privacy, reduce sightlines, mitigate noise, and prevent uninvited guests from entering proposed recreational facilities. The screening shall have a height of five feet (5'-0"), unless approved otherwise. Pool barriers shall also comply with all applicable building codes and jurisdictional regulations. The homeowner shall submit the proposed screen design for ARC review. The following materials and designs are prohibited: transparent glass; cable rails; vinyl fencing; CMU or concrete walls; corrugated metal or plastic paneling; chain-link fencing; fabric privacy screening; and slats running vertically or horizontally with large gaps/slots (greater than ½") between slats.

### 2.16.3 Fence Attachment or Support

No tree, whether in a setback or on private property, shall be used for the attachment or support of any fence or privacy screen.

### 2.16.4 Fencing to Protect Plants

Inconspicuous fencing may be permitted with ARC approval around individual plants or shrubs until they are of a size less vulnerable to the deer population.

### 2.16.5 Attachment to Structures

For home hardening in regard to wildfire risk, sections of fence that are attached to structures (within the 5 foot fire free zone) shall be constructed from fire-resistant material such as metal or composite.

## *2.17 Firewood and Burning*

Outdoor wood burning stoves and wood burning fireplaces are strictly prohibited at Skyline Ranch. Gas firepits, pizza oven, and wood burning chimneys attached to the exterior elevation of the home will be considered with ARC review. Portable fire pits are prohibited. Gas fire pits must be clear of overhanging evergreen canopies. Gas fire pits must be surrounded by a non-combustible surface at least 4 feet in each direction. Combustion chambers must be elevated above grade or must be surrounded by an elevated non-combustible fire ring. **OUTDOOR BURNING OF ANY KIND IS STRICTLY PROHIBITED BOTH DURING CONSTRUCTION AND AFTER HOME IS OCCUPIED.**

## *2.18 Flagpoles*

Flagpoles require prior ARC review and written approval before they may be installed. Flag poles shall be attached to the building and not freestanding.

## *2.19 Garages*

All garages must be attached to the home or designed to give the appearance of being attached to the home. A maximum garage door height of 8 feet is encouraged, but taller garage doors may be allowed if the Owner and/or their agent can justify the need for a taller garage door and demonstrate appropriate massing and scale. Detached RV garages may be allowed but will require ARC approval. (Generally, RV doors up to 12 feet will be allowed).

**Garage Massing** - Owners and/or their agents are strongly encouraged to minimize the massing and visual impact of the garage. Garages should be located and designed so as to not act as the primary element of the front elevation. The space between the top of the garage door(s) and the roof shall be kept to a minimum (see Buildable Area 3., Exhibit A. All garages and garage doors will be subject to ARC review.

## *2.20 Grading*

To the maximum extent feasible, all grading on a home site shall conform to existing topography; the grading plan must be approved by the ARC at the time of the construction and/or landscaping review. For purposes of drainage, grading must slope away from the structures on a home site (See Section 2.9, Drainage) and in accordance with applicable codes.

**Grading Detail -** Both existing and finished grading must be represented on each Site Plan and each Exterior Elevation submitted to the ARC.

**Foundations -** ARC may request separate foundation drawings as needed for improvements on lots where any of the following conditions exist:

1. Significant existing and/or proposed topography
2. Foundation systems(s) require below-grade, concrete walls to retain soil

3. Extensive cut & fill and/or backfilling to raise grade around the home
4. Extensive amount of terraced boulder retaining walls
5. Any conditions that require imported fill and compaction
6. Raising grade to create a "pad" for the foundation, floor, and/or slab of the home
7. Any foundation systems that require geotechnical, civil, and structural engineering

## *2.21 Greenhouses*

Greenhouses will be evaluated on an individual basis by the ARC.

## *2.22 Gutters and Downspouts*

**Gutters**. Gutters are highly recommended in Skyline Ranch and may be required on some homes. All gutters and downspouts shall be designed as a continuous architectural design feature. Exposed gutters and downspouts shall be colored or painted to blend with the surface to which they are attached. Exceptions like copper gutters will be considered on a case-by-case basis. Gutters and downspouts shall be made of noncombustible material. Gutters shall also be covered with noncombustible material to prevent the accumulation of vegetative debris.

**Downspouts.** Downspouts transferring roof drainage to grade shall be appropriately designed with materials and colors matching the surface(s) to which they are connected. Rain-chains used in lieu of downspouts are subject to ARC review.

**Drainage Pipes**. All drainage pipes from downspouts must be concealed from the view of neighboring properties. The drainage from the downspouts must be accommodated on the Owner's property. French drains, other types of dry well systems, and/or storm water retention swales must be adequately sized to accommodate gutter drainage. (See Drainage, Section 2.109).

## *2.23 Heating and Cooling System Screening*

All exterior elements of heating and/or cooling systems (HVAC) shall be screened from the view of neighboring home sites and roadways and, where applicable, insulated to reduce noise transmission to acceptable levels at adjoining properties. The HVAC enclosures must be constructed to match the materials, finishes, and paint colors of the adjacent principal structure on the site. Alternatively, HVAC screening may also be incorporated as part of rock features, retaining walls or other permanent landscape features. A Landscape Plan showing the HVAC alternate screening feature must be included with the submittal. HVAC screening requires ARC review and written approval.

## *2.24 Hillside Home Sites*

Exposed understructures of homes built on hillside home sites are prohibited. Siding material must extend to within 8 inches of the finished grade, and skirt walls (pony walls) exceeding 3 feet in height shall be landscaped to reduce the scale of the wall. Additionally, all decks which are more than 24 inches above the grade must have skirt walls which are recessed 18 inches to 24 inches from the deck/porch edge to create shadow lines. Decks more than 3 feet above grade shall be landscaped to reduce the scale of the skirt wall (See Decks, Porches and Deck/Porch Skirting, Section 2.7). Daylighting basements will not be allowed unless topographic circumstances warrant; daylighting basements will require ARC review and approval during preliminary review.

## *2.25 Hot Tub Screening*

Hot tubs are required to be screened from the view of neighboring home sites and roadways and, where applicable, are insulated to reduce noise transmission to acceptable levels at adjoining properties. Hot tub enclosures must be constructed to match the materials, finishes, and paint colors of the adjacent principal structure on the site. Hot tub location and screening require ARC review and written approval.

## *2.26 Landscaping*

Landscaping, other than natural/indigenous landscaping, is not required but may be a condition of development in some areas. All home site landscaping shall be maintained to present a neat and pleasing appearance to all off-property vantage points, and to minimize fire danger, maximize weed control, and moderate the problem of wind-blown dust.

Owners of Skyline Ranch shall develop landscape designs that preserve, protect and enhance the existing natural environment of the community. The landscape shall be designed to blend with existing landscape and compliment the architecture. Incorporating existing natural features and topography is encouraged.

Owners are required to use landscape materials listed on the Skyline Ranch Approved Fire Resistant Plant List in Section 3.4 Exhibit C. Plant material not on the approved list will be considered with documentation indicating that plant is fire resistant. In planning the landscape, consideration should be given to water conservation and incorporate techniques that limit water consumption.

**Other Landscaping Considerations**

1. **Timeline -** Landscaping must be completed within six months of substantial completion of the home.
2. **Visible areas -** Areas of the site that are exposed to the neighborhood shall be treated in a casual, fluid manner so as to integrate comfortably with the natural settings and surrounding home sites at Skyline Ranch.
3. **Off-site screening -** In some situations, the ARC may require an Owner to add plant material and/or add contouring to a site to screen on-site elements from off-site vantage points.
4. **Turf -** Artificial turf may be approved in small amounts in backyards only on the condition that it is not visible from the street or neighboring homes.
5. **Boulders** - Boulders and larger rocks must be greater than 18" diameter. Decorative or retaining boulders must be Shevlin Basalt or Oregon Mossy rocks.

It shall be the responsibility of the Owner to follow the Landscape Plan submitted to the ARC. When appropriate, contiguous property owners should work together to create a continuous visual transition from one property to the next, avoiding a straight-line delineating property line.

A Landscape Plan is not required during the Preliminary Review process. However, a complete landscape plan must be submitted for review and approval prior to the execution of any work. Beginning landscaping construction prior to ARC review and written approval may result in a partial or total forfeiture of the deposit refund. No additional fees are required for the landscape review.

**Application Expiration**

If construction approval has been granted and construction has not begun within one year of receiving approval (or within six months for additions or alterations), the application and approval expire and the deposit portion of the application fee will be refunded. Anew application, a current fee and deposit, and a new ARC review and approval will be required if construction is scheduled to proceed after this time. All construction and landscaping on your home must be completed within eighteen months from the date of the initial ARC approval letter. The ARC may grant extensions to the 18-month construction period due to scope of work, adverse weather conditions and other situations as deemed appropriate.

**Landscape Modifications and/or Renovations**

Owners who are re-landscaping all or a portion of their property are required to submit the same documentation as is required for new landscaping

## *2.26.1 Fire Defensible Plant Strategy*

TAMARACK
— WILDFIRE CONSULTING —

There are three defensible landscape zones, also referred to as Fire Prevention Zones, that must be applied to each landscape. Limiting the amount of flammable vegetation and materials surrounding a structure and utilizing fire resistant plants are the primary goals. The defensible zone method of landscaping must be implemented on the landscape plan.

***Zone 0 (0–5 Foot Noncombustible Zone)*** – Area within 5 Feet of the Home and Attachments

The first five feet surrounding the home and its attachments (e.g., decks, patios, overhead structures, stairs) is the most critical area of defensible space. This zone shall be established and maintained as noncombustible. The 0-5 Foot Noncombustible Zone is measured horizontally from the edge of the home's exterior walls and, if present, the outermost posts of a deck or overhead structure, extending outward to 5 feet. This noncombustible area also extends vertically to the sky.

The 0–5 Foot Noncombustible Zone shall meet all the following requirements:

- Vegetation – no vegetation is allowed within this zone and plants adjacent must be pruned so that they do not overhang in this zone.
- Groundcover – only bare mineral soil or noncombustible hardscape materials (e.g., gravel, pavers, river rocks, decomposed granite, steppingstones, and concrete) are permitted.
- Fencing and Retaining Walls – fencing materials (e.g., wood and vinyl), posts, gates, and retaining walls within 5 feet must be made of noncombustible material.
- Parked Items – shall not store vehicles, motorcycles, trailers, boats, campers, RVs, ATVs, and similar vehicles within 5 feet. Relocate them at least 30 feet away on Red Flag Warning days or during extended absences.
- A limited number of items including, but not limited to, door mats, string lights, TVs, speakers, bird feeders, pet doors and beds, trash/recycle bins, kids' toys, pool pumps and accessories, garden hoses, BBQ grills with propane tank and cover, HVAC units (e.g., compressor fans), plastic downspout extensions, retractable shade screens with noncombustible housing, solar panel battery enclosures, and irrigation valves are permitted.
- All movable combustible items need to be relocated indoors or at least 30 feet away on Red Flag Warning days or during extended absences.

***Zone 1 (5 - 30-foot Area Surrounding the Home and Attachments)***

Vegetation - only fire-resistant plants listed in Exhibit C are allowed. Exceptions: Ponderosa Pine and Western Larch are permitted. Juniper trees are discouraged but may be retained in some situations at the discretion of the ARC. Native grasses are permitted. Lawn is permitted.

- Tree Spacing – Existing trees may need to be removed to meet the criteria below. This will be determined by the ARC. Newly planted trees will be spaced according to their expected crown diameter at maturity.
    - Shall have tree limbs and branches pruned to a minimum height of 6 vertical feet above the ground or one-third the height of the tree if less than 18 feet tall.
    - Shall regularly prune tree branches to provide at least 15 feet of horizontal spacing between crowns of adjacent trees. Privacy rows and groups of trees are not permitted.
    - Shall keep all branches a minimum of 10 feet away from chimney and stovepipe outlets.

- Shrub/Grass Spacing –
    - Shrubs, grasses, bushes, and plants shall not be placed under larger trees.
    - Individual shrubs/grasses or shrubs/grasses clustered in small groupings or islands, shall have total foliage covering less than 10 feet in horizontal diameter and shall be treated as a single shrub.
    - Individual shrubs, grasses, bushes, and plants or groupings shall have a minimum horizontal spacing between other trees, shrubs, grasses, bushes, and plants of 2 times the height of the tallest plant (i.e., a 3-foot-tall shrub must have a 6-foot clearance surrounding it) with a maximum required horizontal spacing of 10 feet. Privacy hedges and rows of bushes are not permitted.

- Ground Cover -
    - Native grasses and/or lawn is permitted.
    - Bark mulch is not permitted. Topsoil and 50/50 compost mix are permitted in limited areas (not to exceed 300 square feet per non-contiguous area).

- Maintenance –
    - Shall cut down annual grasses to less than 4 inches in height. Exception: Grass may be kept to less than 18 inches in height on slopes where necessary to stabilize the soil and prevent erosion.
    - Shall routinely remove dead and dying vegetation (e.g., grass, weeds, plants, shrubs, bushes, trees, logs, stumps, branches, leaves, and pine needles).
    - Shall store wood piles in an accessory structure.

***Zone 2 (30 - 100-foot Area Surrounding the Home and Attachments)***

Vegetation - only fire-resistant plants listed in Exhibit C are allowed. Exceptions: Ponderosa Pine and Western Larch are permitted. Juniper trees are discouraged but may be retained in some situations at the discretion of the ARC. Native grasses are permitted. Lawn is permitted.

- Tree Spacing – Existing trees may need to be removed to meet the criteria below. This will be determined by the ARC. Newly planted trees will be spaced according to their expected crown diameter at maturity.
    - Shall have tree limbs and branches pruned to a minimum height of 6 vertical feet above the ground or one-third the height of the tree if less than 18 feet tall.
    - Shall regularly prune tree branches to provide at least 10 feet of horizontal spacing between crowns of adjacent trees. Small groups of trees (2-4) are permitted and shall have at least 15 feet of horizontal spacing between crowns of adjacent trees.

- Shrub/Grass Spacing –
    - Shrubs, grasses, bushes, and plants shall not be placed under larger trees.
    - Individual shrubs/grasses or shrubs/grasses clustered in small groupings or islands, shall have total foliage covering less than 10 feet in horizontal diameter and shall be treated as a single shrub/grass.
    - Individual shrubs, grasses, bushes, and plants or groupings shall have a minimum horizontal spacing between other trees, shrubs, bushes, and plants of 2 times the height of the tallest plant (i.e., a 3-foot-tall shrub/grass must have a 6-foot clearance surrounding it) with a maximum required horizontal spacing of 10 feet. Privacy hedges and rows of bushes are not permitted.

- Ground Cover -
    - Native grasses and/or lawn is permitted.

- Bark mulch is prohibited. Topsoil and 50/50 compost mix is permitted in limited areas (not to exceed 500 square feet per non-contiguous area).

- Maintenance –
  - Shall routinely remove dead and dying vegetation (e.g., grass, weeds, plants, shrubs, bushes, trees, logs, stumps, branches, leaves, and pine needles). Exceptions: A small amount of decorative wood features such as a ghost tree, stump/root feature, and dead logs may be permitted at the discretion of the ARC.
  - Shall store wood piles in an accessory structure.

***Zone 3 (100 foot - lot boundary)***

Vegetation - this area shall be maintained as native and managed to reduce potential fire intensity and spread rates.

- Tree Spacing – Existing trees may need to be removed to meet the criteria below. This will be determined by the ARC. Newly planted trees will be spaced according to their expected crown diameter at maturity.
  - Shall have tree limbs and branches pruned to a minimum height of 6 vertical feet above the ground or one-third the height of the tree if less than 18 feet tall.
  - Generally, the crowns of trees are not touching. Small groups of trees (2-6) are permitted and shall have at least 10 feet of horizontal spacing between crowns of adjacent trees.

- Shrub/Grass Spacing –
  - Shrubs, grasses, bushes, and plants shall not be placed under larger trees.
  - Native shrubs/grasses taller than 3 feet will be removed.
  - Individual shrubs/grasses or shrubs/grasses clustered in small groupings or islands, shall have total foliage covering less than 10 feet in horizontal diameter and shall be treated as a single shrub/grass.
  - Individual shrubs, grasses, bushes, and plants or groupings shall have a minimum horizontal spacing between other trees, shrubs, grasses, bushes, and plants of 2 times the height of the tallest plant (i.e., a 3-foot-tall shrub/grass must have a 6-foot clearance surrounding it) with a maximum required horizontal spacing of 10 feet. Privacy hedges and rows of bushes are not permitted.

- Maintenance –
  - Shall routinely remove dead and dying vegetation (e.g., grass, weeds, plants, shrubs, bushes, trees, logs, stumps, branches, leaves, and pine needles). Exceptions: A small amount of dead wood such as snags, stump/root features, and dead logs may be permitted for wildlife benefit at the discretion of the ARC.
  - Shall store wood piles in an accessory structure.

## *2.26.2 Landscape Re-naturalization*

Areas disturbed by construction or other activities need to be replanted or seeded with temporary irrigation. Regular monitoring for weed removal is necessary during the establishment period. This strategy typically requires two growing seasons for newly planted, native plants to become established. Annual maintenance and irrigation are significantly reduced after establishment.

If a property owner chooses to maintain the natural appearance of the site, steps must be taken to restore/re-naturalize the unsightly scarred (raw) areas resulting from construction activity. Re-naturalizing includes planting native plant material; spreading compost to cover raw earth; and feathering the transitions between truly native areas and newly restored areas.

Re-naturalized areas will require irrigation for two growing seasons for plant establishment. Irrigation systems shall be zoned so that restoration areas can be turned off or abandoned once the plants in these areas are established.

**Native Restoration Density Requirements**

a) Disturbed native areas are to be restored to their previous condition or planted such that they appear to be natural. Native bunch grasses spaced 24” – 36” on center in a random pattern is a starting point for re-naturalization.
b) No plant material with a mature height of more than 30” is permitted within the dripline of a tree.

## *2.26.3 Wildlife Habitat Management Plan & Wildfire Mitigation Plan*

Owners and/or their agents shall comply with all mitigation and management plans set forth within the Association’s CC&Rs and addendums included within these design guidelines for reference.

## *2.26.4 Vacant Lot Fire Mitigation Standards*




**Trees**

- Remove all Juniper trees less than 16-inch DBH.
- Remove any dead or diseased trees.
- Remove smaller conifers that are growing between taller trees.
- Reduce the density of tall trees so canopies are not touching.

- Remove tree branches less than 6 feet above the ground. No more than 20% of the canopy on smaller trees.
- Trees have been evaluated using the standards above and trees recommended for removal have been flagged in blue.

**Shrubs**

- Mow or masticate all brush exceeding 3 feet in height. Brush exceeding 3 feet shall be mowed or masticated to a height no less than 6 inches to allow re-sprouting. Exception: Wax currant is fire resistant and may be retained. Native brush not exceeding 3 feet shall be retained according to zone 3 of the Fire Defensible Plant Strategy in section 2.26.1 of these design guidelines.
- Mowed/masticated material may be left on the ground evenly distributed. The depth of material left may not exceed 3 inches.

**Maintenance**

- Remove heavy accumulations of pine needles and woody debris.
- Remove all dead material greater than 4 inches in diameter. Dead material 4 inches and less may be scattered or chipped and spread (chip layer not to exceed 3 inches in depth).
- Some dead logs larger than 4-inch diameter may be retained if strategically placed at least 20 feet away from any trees, shrubs, or other large logs.

**Summary**

The above standards have been developed to allow for the use of equipment where it is possible to reduce costs. Efforts must be taken to reduce ground disturbance to the greatest extent possible to avoid the spread of cheat grass and other invasive species.

Vendors completing the work must comply with Oregon Department of Forestry Industrial Fire Precaution Levels (IFPL). The HOA maintains the right to stop work based on fire danger levels.

This lot will be re-evaluated in three years and any treatment needed at that time will be identified in a similar report.

If you have any questions, please contact the HOA at cbellardi@aperionmgmt.com.

## *2.27 Mailboxes and Address Signs*

**Mailbox**

Group mailboxes are provided within Skyline Ranch. Keys for the mailboxes are available through the US Post Office, 2300 NE 4th Street, Bend, Oregon 97701.

**Address Monuments**

The design of the address monuments for each home shall be identical in nature. Owners are responsible for ordering address monuments (MC Smith Signs order form in Exhibit E), as well as the costs associated with production and installation of monuments. Installation of address monuments is a requirement prior to occupancy and deposit refunds are contingent on installation at final inspection. Owners must contact Skyline Ranch HOA for approval of installation location prior to installation. Green Deschutes County address signs will be allowed until a permanent address monument is installed, at which point these address signs are required to be removed. Address monuments are designed with large format numbers and reflective backing in order to adequately replace county address signs.

## *2.28 Metals and Plastics*

All exterior metals and plastics (vents, flashing, conduits, gutters, etc.) must be painted or treated to blend in with (or appropriately compliment) the surrounding material. All utility meter housings must be painted to match the body color of the home. Decorative features in unpainted or untreated metal or plastic require prior ARC review and approval.

## *2.29 Outdoor Play Equipment*

The location of permanently or semi-permanently placed outdoor play equipment (swing sets, basketball backboards, trampolines and similar items) must have prior ARC review and written approval. Outdoor equipment must be maintained in good repair and screened from the view of other home sites and roadways. Backyards of home sites which are not well screened may require additional landscaping. Play equipment shall be painted or stained, as approved by the ARC, to blend with the natural surroundings.

Other Considerations:

1. No large, brightly colored, plastic play equipment will be permitted to be left in permanent view on any Association home site
2. No skateboard ramps will be permitted
3. Basketball nets must be a solid, neutral color and be kept in good repair
4. Basketball backboards are not permitted on streets or cul-de-sacs
5. No brightly colored basketball backboards will be permitted
6. No *permanently established* pickleball courts will be permitted

## *2.30 Parking and Screening*

**Minimum Parking Requirement -** A minimum of two outdoor parking places shall be provided for each home site and must be in addition to the available garage parking.

**Concealing Recreational & Other Vehicles -** Motorhomes, trucks, campers, snowmobiles, boats, canoes, kayaks, trailers of any kind, cars under repair, etc., must be parked to be completely concealed from view of roadways and/or neighboring home sites. Such items may be parked on
the Owner's Home site and not on the street. Parking is allowed for a maximum of 72 hours for recreational maintenance purposes only.

**Guest Recreational Vehicles -** The adjacent neighbors must be notified in advance if a guest recreational vehicle is going to be temporarily parked on the Owner's Home site; guest recreational vehicles may remain on the home site for no longer than 7 days

## *2.31 Retaining Walls*

**Boulder Retaining Walls**

Where site topography and proposed grading plans warrant retaining grade, proposed boulder retaining walls shall not be exposed more than three (3) feet tall. Where significant grade changes occur over the maximum height, the boulder retaining walls shall be offset, terraced, and have the graded blended on either side of the walls. Boulder retaining walls shall consist of Shevlin Basalt or Oregon Mossy rocks.

Boulder retaining walls may not contain rocks smaller than 18" diameter in any direction. A filter fabric or geotextile is required to be installed on the uphill side of the retaining wall directly behind the boulders. The filter fabric/geotextile must begin below the first course and extend vertically to the top of the wall. The filter fabric/geotextile must run the length of the wall. The fabric must be cut or tucked behind the boulders to not be visible.

**Non-boulder Retaining Walls**

Any proposed retaining walls not consisting of boulders, as indicated above, are prohibited. In certain cases, retaining walls that are integral to the design of the home may be considered and subject to ARC discretion. Non-boulder retaining walls may not consist of exposed concrete.

## *2.32 Roofing*

The roof covering material shall have a Class A rating when tested in accordance with ASTM E108 or UL 790. Class A rated roof covering types include, but are not limited to, fiberglass composition asphalt shingles, concrete and clay tiles, metal shingles or sheets, and slate. Wood shakes and shingles are not allowed due to fire danger risks. Roofing applications will be reviewed on an individual basis. Even though the product is approved, some colors will not be permitted on homes in the Association.

**Roof cover maintenance shall also meet all the following**

- Keep clear of vegetative debris.
- Where provided, barrel tile or corrugated roof coverings shall include noncombustible bird stops at the eave ends to prevent the entry of embers and debris.

**Roof Pitch**

A minimum of a 2:12 pitched roof is required in the Association for the primary roof(s), with 3:12 to 4:12 preferred. In limited cases, a lower pitched roof may be allowed for architectural accents and will require ARC approval as part of the design review process. The slope pitches above are defined as "rise" in inches over "run" in inches.

## *2.33 Satellite Dishes and Antennas*

No exterior satellite receivers or transmitters, television antennas, radio antennas, or other receiving devices shall be placed on any home site or home without the prior written consent of the ARC.

## *2.34 Service Yards*

When not provided by other structures, each residence shall have a screened service yard enclosing garbage, recycling, compost bins and trash containers, firewood, clothes drying apparatuses, bicycles, landscape debris, outdoor maintenance equipment, and similar items to ensure that they are not visible from roadways or neighboring home sites. Service yards must be attached to the home and shall be faced with materials and finishes compatible with the principal structure. Lattice shall not be considered an acceptable siding material. Exposed wood materials are discouraged.

## *2.35 Setbacks, Easements, and Other Requirements*

See Sections 2.4 and 3.1 ("Buildable Area")

## *2.36 Shutters*

Shutters, if used, shall be incorporated on all façades and shall be of a size adequate to cover the window(s) they decorate. Color and material shall complement surrounding materials and colors and be appropriately designed in relation to the architectural theme of the home.

## *2.37 Signs*

**2.37.1** All exceptions to sign standards must be presented to the ARC for review and specific written approval prior to their use. Any sign which is deemed to be non-conforming by the ARC will be removed and held for 14 days before being disposed of. Signs must meet the following requirements:

- Subcontractor, lender, and supplier signs are prohibited
- No directional signs may be used without prior ARC approval
- No off-site signage within the Association may be used without prior ARC approval
- All signs must appear to be professionally produced
- Signs must be placed parallel to and facing the street providing access to the property
- Signs may not be illuminated with artificial light
- Plastic or cardboard store purchased or handmade "for sale" signs are prohibited
- All signs must be removed upon sale of the property and/or upon completion of the construction project, or at the direction of the ARC
- Private property signs are limited and must be constructed in the same manner as the "for sale" signs and must have prior approval from the ARC
- For rent or for lease signs are prohibited.

**2.37.2 <u>Builder, Contractor, Architect & Designer Signs</u>**

Signs advertising builders, contractors, architects, or designers must meet the following requirements:

**Builder and Contractor signs, one sign permitted -** One sign identifying the builder/general contractor is permitted during construction. The sign must be single-sided and may include the builder's logo, company name, CCB number, website, and phone number. The sign's design and color scheme shall be chosen by the builder.

**Architect and Designer signs -** Architect/designer identification may be incorporated into the Builder's sign but may not be displayed as a separate sign attached to the builder sign.

**Size -** Builder signs must be no larger than 1,200 square inches, must be applied to their own posts, and must be placed parallel to the road providing access to the site.

**Timing -** Builder signs may only be placed after the home site construction has received written ARC approval.

**Removal -** Builder signs must be removed as soon as the home is occupied or when the home is complete. No builder/architect information boxes are permitted. If the home is for sale by builder, for sale information must be included on a separate sign meeting the "for sale" criteria.

**2.37.3 <u>For Sale Signs</u>**

For Sale signs must meet the following requirements:

**One Sign Permitted -** Only one "for sale" sign is permitted on each home site. The sign must be single-sided, with post, and no higher than 42" above the adjacent grade.

**Sign Wording -** Sign wording shall be limited to the words "for sale", the price (if desired) and the name and phone number of the listing real estate agency. Alogo or mark of the listing agency and agent's name are also permitted. If the Owner is selling the property, the name of the owner or "by owner" may be substituted for the listing agency. All information on the sign must be incorporated as part of the original sign design and not added as a separate attachment.

**Sign Size -** The "for sale" sign shall measure no more than 300 square inches; no sign dimension shall be larger than 20 inches.

**Sold Sign -** "SOLD" signs must be incorporated within the 300 square inches of the "for sale" sign and not added to the top, bottom or sides of the sign. Sold signs may be red and must have a straight edge design.

**Sale Information Boxes -** Information boxes (flyer boxes) are not permitted to be mounted on an individual stake or post. They must be attached to the home or to the back of the "for sale" sign. If a box is attached to the back of the "for sale" sign, the box may not protrude beyond the dimensions of the sign.

### 2.37.4 Open House Signs

One open house sign or sandwich board is permitted on the subject home site during the open house event; the sign or board must be removed at the conclusion of the open house and/or once the real estate agent has left. The dimensions of open house signs must not exceed 432 square inches.

### 2.37.5 Special Event Signs

Special event signs must be approved by the ARC prior to their use.

## *2.38 Skylights*

All skylights or solar devices shall have non-glare glazing. The glazing color shall be clear, bronze or gray. The trim of the skylight shall blend with, match, or complement the surrounding roofing material(s). Dome and/or pyramid shaped skylights are discouraged.

## *2.39 Solar Collection Devices*

Solar collectors (hot water and photo-voltaic) are permitted. Collectors must be installed flat to the roof, and the majority of the mechanical portions of the system must be contained within the structure and not positioned on the roof. All solar collection systems must be presented to the ARC for review and approval prior to installation.

**Solar Encroachment -** Any planting which interferes with the use of solar energy on adjacent property is prohibited. Deschutes County solar setback standards must be accommodated.

**Solar Heating System -** Solar heating systems are permitted and shall be reviewed and approved on an individual basis by the ARC.

## *2.40 Staging Area*

Each construction submittal must designate at least one staging area per home site, subject to approval by the ARC. Each staging and construction area must be kept clear of trash and debris (See Trash and Construction Debris Removal, Section 2.42).

## *2.41 Tarps and Other Weather Protective Materials*

Except during construction, the use of tarps to cover outdoor items is prohibited.

**Construction Tarps -** Tarps may be used during the construction period to protect construction materials, equipment and activities. Tarps visible from roadways and other home sites must be brown in color. Brightly colored tarps (including blue and green) are prohibited.

## *2.42 Trash and Construction Debris Removal*

**Resident Trash & Recycling -** Trash and recycling bins shall be stored outside and screened for view with an enclosure. The enclosure shall complement the architecture of the home and fences. When not on a pickup day, trash and recycling bins left out and visible from the street/roadway and to neighboring homes are subject to citation, violation, and fines in accordance with the HOA's CC&Rs.

**Construction Trash & Debris -** Owner(s) or agent(s) are responsible for their own trash removal during and after construction. Construction sites must be always kept clean from trash and construction debris. Construction dumpsters are required during construction and are to be emptied frequently, not to be seen overflowing. Owner(s) or agent(s) are responsible for periodically cleaning adjacent roadways of construction materials (dirt, gravel, asphalt etc.) that have migrated from the site as a result of construction traffic and activities.

**Weekly Removal Requirement During Construction** - Construction sites that are not cleaned on a weekly basis may be subject to the ARC action of having the trash and construction debris removed and disposed of; the cost for ARC removal and disposal of debris shall be deducted from the ARC deposit.

## *2.43 Tree Removal, Trimming, and Preservation*

Tree removal and trimming may be necessary to address fire safety issues, improve neighborhood aesthetics, restore a view, and/or accommodate construction activities.

**Authorized Tree Removal -** The removal of any tree larger than 6 inches in diameter (19 inches in circumference) requires prior written approval by the Association and may require a permit from the local authority having jurisdiction. Trees less than 6 inches in diameter may be removed in accordance with fire safety guidelines.

**Unauthorized Tree Removal -** Unauthorized tree removal during construction will result in immediate forfeiture of the deposit and suspension of all construction activity on the property until a remediation plan and a new deposit are received and approved by the ARC.

**Tree Trimming** - Any tree may be trimmed up from ground level to one-third its height. Any dead limbs above this height may also be removed. The height of owner-planted trees should be maintained so as not to impair the view of other lot owners (See Owner's Manual, Architectural Standards, View Preservation). Tree trimming must produce a natural-looking appearance that can be maintained in a healthy state. The service of a qualified arborist is recommended when significantly reducing the height of mature trees. If an Owner(s) or their agent(s) does not follow these requirements, they will be required to completely remove the tree(s) and replace it (them) with a tree(s) of a species and size determined by the ARC.

**The Central Oregon Fire Free Program -** For information about how to reduce the risk of wildfire visit Central Oregon's Fire Free Program at www.firefree.org.

**Tree Preservation During Construction -** As part of the design review process, the applicant shall provide methods for preserving existing trees affected by construction activities. Proposed methods shall be indicated on the site plan and landscape plans. During construction, the contractor shall implement tree preservation in accordance with the approved plans.

## *2.44 Utilities*

All connections from trunk lines to individual structures must be underground. Exposed plumbing, electrical, and all other utilities and services are prohibited. All areas of excavation for site utility work must be restored (See Section 2.26.2 Landscape Re-naturalization).

## *2.45 Utility Meters*

All utility meters (gas and electric) should not be visible to roadways or neighboring home sites (unless screened in an approved manner) and should be installed according to the guidelines provided by the utility

companies. All exposed housing, junction boxes and conduits must be painted to match the siding color of the house.

## *2.46 View Preservation*

View preservation is an important goal of the Association but is not the only consideration when evaluating view impairment issues that may arise between Lot Owners. The naturally occurring trees and vegetation are an important part of preserving the Central Oregon environment and neighborhood aesthetics in the Association.

The Architectural Review Committee (ARC) is responsible for evaluating and ruling on all view impairment issues and will be the sole judge of view impairment. The Board may request additional information before ruling.

**ARC Decision -** If the ARC determines that the view is materially impaired by owner-planted trees or vegetation it will inform the owner in writing of its decision. If the ARC determines that the view is not materially impaired by owner-planted trees or vegetation, the owners will be informed in writing of its decision, and no further action will be taken.

## *2.47 Vents*

Ventilation openings, including for enclosed attics, gable ends, ridge ends, under eaves and cornices, enclosed eave soffit spaces, enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters, underfloor ventilation, foundations, and crawl spaces, or for any other opening intended to permit ventilation, shall meet one of the following requirement options:

1) Performance-based Option – Corrosion-resistant vents installed, conforming with the following ASTM E2886 test requirements for flame- and ember-resistance:

2) Prescriptive Option – Vents shall be covered with a noncombustible, corrosion-resistant mesh with openings not to exceed 1/8-inch in diameter for ember-resistance.

    a) Exceptions:
        - Forced air vents (e.g., dryer and central vacuum) shall have a functional louver or flap in lieu of mesh.
        - Plumbing vents are excluded from this requirement.

# *3. Exhibits*

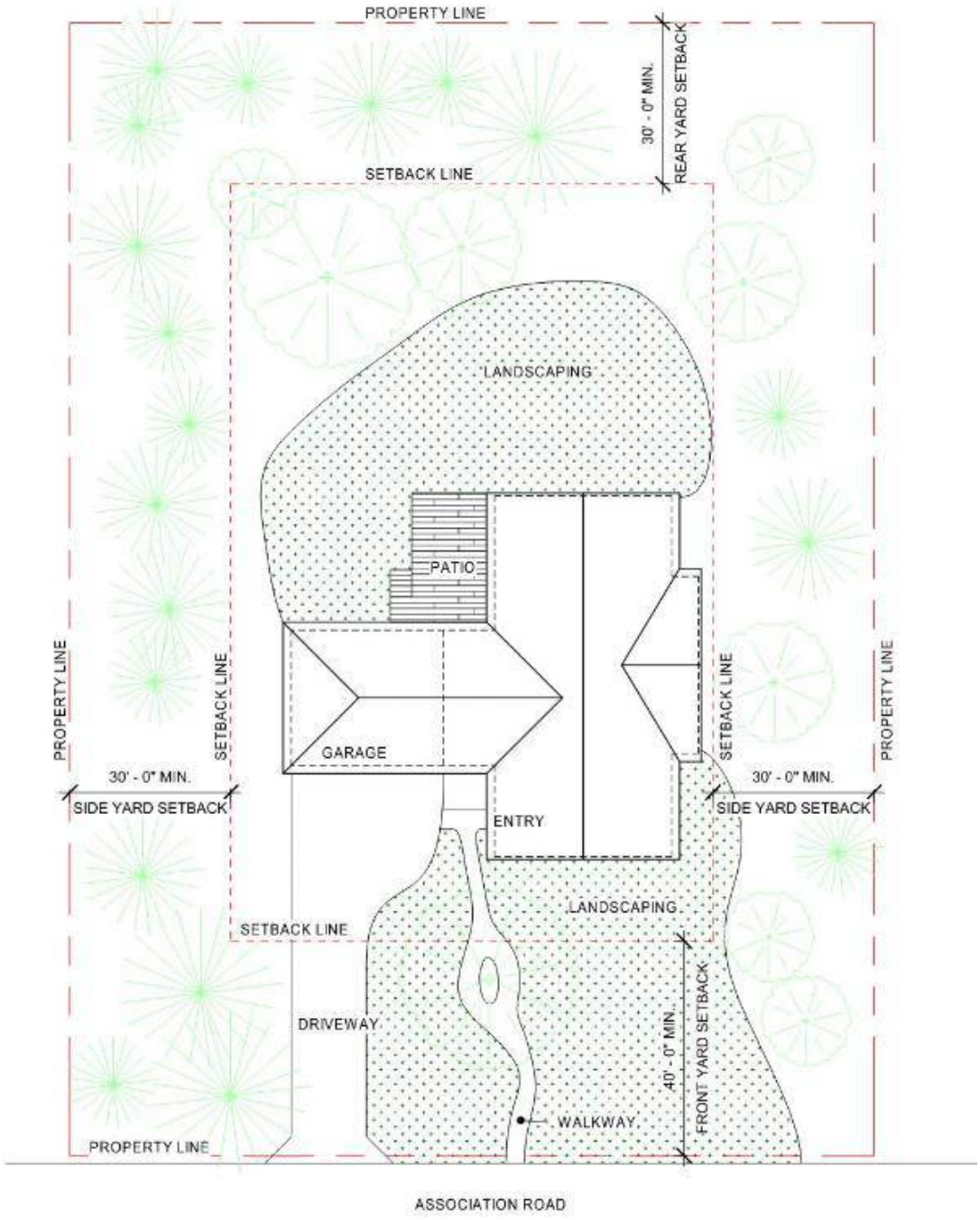
*Exhibit A: Buildable Area*
*Exhibit B: Building Height*

*Exhibit C: Fire Resistant Plant List*
*Exhibit D: Approved Fence Examples*
*Exhibit E: Approved Address Monument Form*
*Exhibit F: Sample Landscape Plan*

Buildable Area Illustration

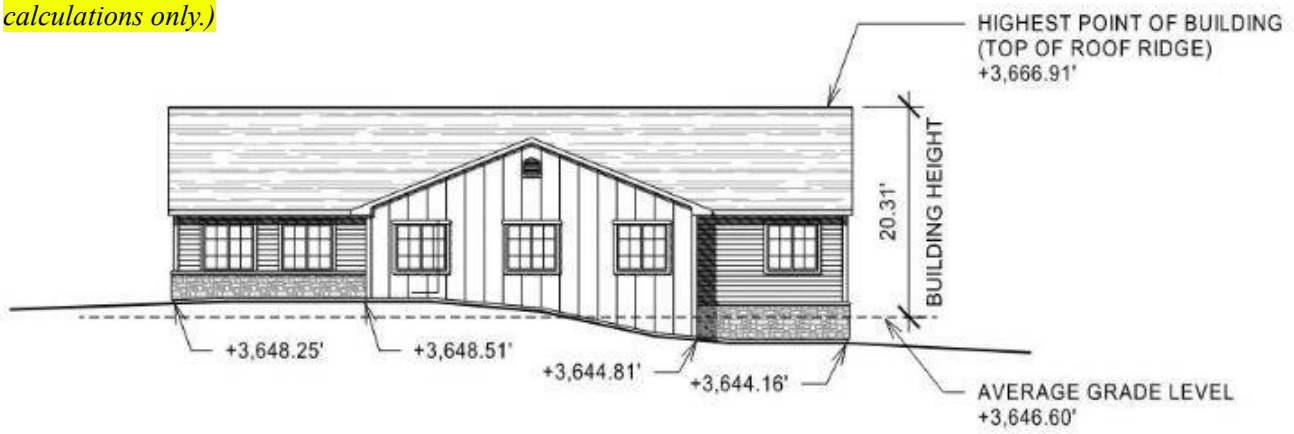
*(Home design and landscaping layout is not indicative of design intent. The illustration is intended to demonstrate building setbacks only.)*

See *Buildable Area*

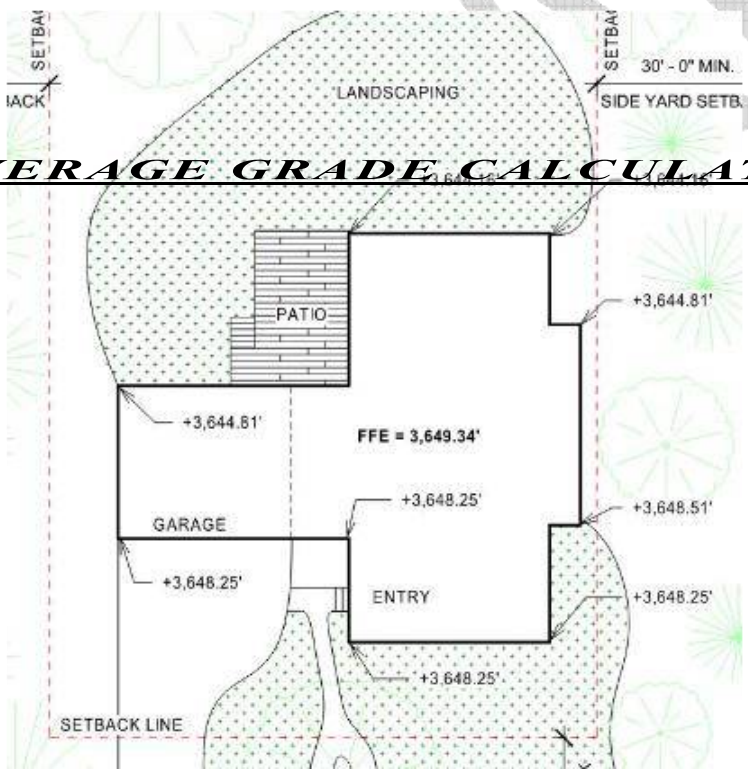


Building Height Calculation

*(Exterior home design is not indicative of design intent. The illustration is intended to demonstrate building height calculations only.)*




**SIDE ELEVATION WITH GRADES FOR HEIGHT CALCULATION**




***AVERAGE GRADE CALCULATION***

| | |
|---|---|
| | 3648.51 |
| | 3,648.25 |
| | 3,648.25 |
| | 3,648.25 |
| | 3,648.25 |
| | 3,644.81 |
| | 3,644.81 |
| | 3,644.16 |
| + | 3,644.16 |
| | 32,819.45 |

32,819.45 / 9 = 3,646.60' **3,646.60' average grade level**

**FIRE RESISTANT PLANT LIST**

**Fire Defensible Plant Zone 0** (0 – 5 foot)

Zero plant material is permitted within 5 feet of any structure.

**Fire Defensible Plant Zone 1** (5 - 30 foot area surrounding structures)

Plants from Zone 2 and Zone 3 lists may also be used in Zone 1. See plant spacing requirements in Section 2.26.1 Fire Defensible Plant Strategies.

TREES

| Botanical Name | Common Name |
|---|---|
| *Acer ginnala* | Amur Maple |
| *Acer glabrum* | Rocky Mountain Maple |
| *Acer platanoides* | Norway Maple |
| *Acer rubrum cultivars* | Red Maple |
| *Aesculus hippocastanum* | Horsechestnut |
| *Alnus tenuifolia* | Mountain Alder |
| *Alnus rubra* | Red Alder |
| *Amelanchier species* | Serviceberry |
| *Betula nigra* | River Birch |
| *Catalpa speciosa* | Catalpa |
| *Celtis occidentalis* | Common Hackberry |
| *Cercis canadensis* | Eastern Redbud |
| *Crataegus species* | Hawthorn |
| *Fagus sylvatica* | European Beech |
| *Gleditsia triacanthos 'Inermis'* | Honeylocust |
| *Gymnocladus dioicus* | Kentucky Coffee Tree |
| *Juglans species* | Walnut |
| *Larix occidentalis* | Western Larch |
| *Liquidamber styraciflua* | American Sweetgum |
| *Malus hybrids* | Crabapple |
| *Pinus ponderosa* | Ponderosa Pine |
| *Populus tremula 'Erecta'* | Swedish Aspen |
| *Populus tremuloides* | Quaking Aspen |
| *Prunus virginiana* | Chokecherry |
| *Prunus virginiana 'Schubert'* | Canada Red Chokecherry |
| *Pyrus calleryana cultivars* | Callery Pear |
| *Quercus palustris* | Pin Oak |
| *Quercus rubra* | Red Oak |
| *Sorbus aucuparia* | Mountain Ash |
| *Syringa reticulata 'Ivory Silk'* | Ivory Silk Lilac |

**Fire Defensible Plant Zone 1** (5 - 30 foot area surrounding structures)

SHRUBS

| Botanical Name | Common Name |
|---|---|
| *Abelia mosanensis* | Abelia |
| *Acer circinatum* | Vine Maple |
| *Berberis species* | Barberry |
| *Caryopteris clandonensis* | Blue Mist Spirea |
| *Cornus species* | Dogwood |
| *Cotoneaster apiculatus* | Contoneaster |
| *Daphne burkwoodii 'Carol Mackie'* | Carol Mackie Daphne |
| *Euonymus alatus 'Compactus'* | Dwarf Burning Bush |
| *Fothergilla magor* | Fotherfilla |
| *Hibiscus syriacus* | Rose of Sharon |
| *Holodiscus discolor* | Oceanspray |
| *Holodiscus dumosus* | Desert Spray |
| *Hydrangea paniculata* | Hydrangea |
| *Hydrangea arborescens* | Hydrangea |
| *Mahonia aquifolium* | Oregon Grape |
| *Paxistima myrsinites* | Oregon Boxwood |
| *Philadelphus species* | Mockorange |
| *Prunus besseyi* | Western Sandcherry |
| *Prunus cistena* | Purple Sandcherry |
| *Rhamnus frangula 'Ron Williams'* | Fineline Buckthorn |
| *Rhamnus frangula 'Columnaris'* | Tallhedge |
| *Rhododendron varieties* | Rhododendron |
| *Rhus species* | Sumac |
| *Ribes aureum* | Golden Currant |
| *Rosa species* | Rose |
| *Salix species* | Willow |
| *Sambucus species* | Elderberry |
| *Spiraea species* | Spirea |
| *Syphoricarpus albus* | Snowberry |
| *Syringa species* | Lilac |
| *Viburnum species* | Viburnum |
| *Yucca species* | Yucca |

**Fire Defensible Plant Zone 1** (5 - 30 foot area surrounding structures)

PERENNIALS

| Botanical Name | Common Name |
|---|---|
| *Achillea species* | Yarrow |
| *Allium schoenoprasum* | Chives |
| *Aquilegia species* | Columbine |
| *Aurinia saxatillis* | Basket-of-Gold |
| *Bergenia cordifolia* | Heartleaf Bergenia |
| *Campanula carpatica* | Bellflower |
| *Coreopsis species* | Coreopsis or Tickseed |
| *Delphinium varieties* | Delphinium or Larkspur |
| *Echinacea species* | Coneflower |
| *Epilobium angustifolium* | Fireweed |
| *Gaillardia varieties* | Blanket Flower |
| *Geranium varieties* | Cranesbill or Hardy Geranium |
| *Helianthemum nummularium* | Sun Rose |
| *Hemerocallis species* | Daylily |
| *Heuchera sanguinea* | Coral Bells |
| *Hosta species* | Hosta |
| *Iris varieties* | Iris |
| *Kniphofia uvaria* | Torch Lily or Red-Hot Poker |
| *Lavandula angustifolia* | Lavender |
| *Linum perenne* | Blue Flax |
| *Lupinus varieties* | Lupine |
| *Oenothera species* | Evening Primrose |
| *Papaver orientale* | Oriental Poppy |
| *Penstemon species* | Penstemon or Beardtongue |
| *Perovskia atriplicifolia* | Russian Sage |
| *Phlox paniculata varieties* | Tall Phlox |
| *Ratibida columnifera* | Prairie Coneflower |
| *Salvia species* | Salvia |
| *Sedum species* | Tall Sedum |
| *Stachys byzantina* | Lamb's Ear |

**Fire Defensible Plant Zone 1** (5 - 30 foot area surrounding structures)

GROUNDCOVERS

| Botanical Name | Common Name |
|---|---|
| *Ajuga repens* | Carpet Bugle |
| *Antennaria species* | Pussytoes |
| *Arabis species* | Rock Cress |
| *Arctostaphylos uva-ursi* | Kinnikinnick |
| *Armeria maritima* | Sea Thrift |
| *Aubrieta deltoidea* | False Rock Cress |
| *Cactaceae species* | Cactus |
| *Callirhoe involucrata* | Poppy Mallow |
| *Ceanothus prostratus* | Mahala Mat |
| *Cerastium tomentosum* | Snow-In-Summer |
| *Delosperma species* | Iceplant |
| *Dianthus species* | Pinks |
| *Fragaria species* | Wild Strawberry |
| *Iberis sempervirens* | Candytuft |
| *Lamium species* | Deadnettle |
| *Pachysandra terminalis* | Japanese Pachysandra |
| *Phlox subulata* | Creeping Phlox |
| *Saponaria ocymoides* | Soapwort |
| *Sedum species* | Stonecrop |
| *Sempervivum species* | Hens and Chicks |
| *Thymus species* | Thyme |
| *Veronica species* | Speedwell |

GRASSES

| Botanical Name | Common Name |
|---|---|
| *Calamagrostis x acutiflora* | Feather Reed Grass |
| *Helictotrichon sempervirens* | Blue Oat Grass |
| *Schizachyrium scoparium* | Little Bluestem Grass |

**Fire Defensible Plant Zone 2** (30 - 100 foot area surrounding structures)

Plants from Zone 3 list may also be used in Zone 2. See plant spacing requirements in Section 2.26.1 Fire Defensible Plant Strategies.

TREES

| Botanical Name | Common Name |
|---|---|
| *Amelanchier alnifolia* | Western Serviceberry |
| *Cercoparpus ledifolius* | Curl-leaf Mountain Mahogany |
| *Larix occidentalis* | Western Larch |
| *Pinus ponderosa* | Ponderosa Pine |
| *Prunus virginiana* | Common Chokecherry |

SHRUBS

| Botanical Name | Common Name |
|---|---|
| *Holodiscus discolor* | Oceanspray |
| *Mahonia aquifolium* | Oregon Grape |
| *Mahonia nervosa* | Cascade Oregon Grape |
| *Paxistima myrsinites* | Oregon Boxwood |
| *Philadelphus lewisii* | Mock Orange |
| *Ribes cereum* | Wax Currant |
| *Sheperdia argentea* | Silver Buffalo Berry |
| *Spiraea betulifolia* | Shiny Leaf Spirea |
| *Spiraea douglasii* | Douglas Spirea |
| *Symphoricarpos albus* | Snowberry |

PERENNIALS

| Botanical Name | Common Name |
|---|---|
| *Achillea millifolium* | Common Yarrow |
| *Aquilegia formosa* | Western Columbine |
| *Delphinium nuttallianum* | Common Larkspur |
| *Dicentra formosa* | Western Bleeding Heart |
| *Erigeron species* | Buckwheat |
| *Gaillardia aristata* | Blanket Flower |
| *Ipomopsis aggregate* | Scarlet Gilia |
| *Iris missouriensis* | Blue Flag Iris |
| *Leucocrinum montarmm* | Sand Lily |
| *Linum lewisii* | Blue Flax |
| *Lupinus albicaulus* | Sickle-Keeled Lupine |
| *Lupinus sericeus* | Silky Lupine |
| *Oenothera caespitosa* | White Primrose |
| *Oenothera pallida* | White Stem Primrose |
| *Penstemon sp.* | Penstemon |
| *Phlox diffusa* | Spreading Phlox |
| *Salvia azurea* | Prairie Sage |
| *Sisyrinchium idahoense* | Blue-Eyed Grass |

**Fire Defensible Plant Zone 2** (30 - 100 foot area surrounding structures)

GROUNDCOVERS

| Botanical Name | Common Name |
|---|---|
| *Antennaria microphylla* | Rosy Pussytoes |
| *Arctostaphylos uva-ursi* | Kinnikinnick |
| *Fragaria virginiana* | Wood's Strawberry |
| *Mahonia repens* | Creeping Oregon Grape |

GRASSES

| Botanical Name | Common Name |
|---|---|
| *Festuca idahoensis* | Idaho fescue |
| *Koeleria cristata* | Prairie Junegrass |
| *Poa sandbergii* | Sandberg's Bluegrass |
| *Pseudoroegneria spicatum* | Bluebunch Wheatgrass |
| *Sitanion hystrix* | Squirreltail Bottlebrush |

**Fire Defensible Plant Zone 3** (100 foot – lot boundary)

This area is intended to be undisturbed and new plants are discouraged except in circumstances where restoration is necessary, such as utility trenches and property access point. See plant spacing requirements in Section 2.26.1 Fire Defensible Plant Strategies.

TREES

| Botanical Name | Common Name |
|---|---|
| *Amelanchier alnifolia* | Western Serviceberry |
| *Cercoparpus ledifolius* | Curl-leaf Mountain Mahogany |
| *Larix occidentalis* | Western Larch |
| *Pinus ponderosa* | Ponderosa Pine |
| *Prunus virginiana* | Common Chokecherry |

SHRUBS

| Botanical Name | Common Name |
|---|---|
| *Chrysothamnus nauseosus* | Gray Rabbitbrush |
| *Chrysothamnus viscidiflorus* | Green Rabbitbrush |
| *Mahonia aquifolium* | Oregon Grape |
| *Ribes aureum* | Golden Currant |

PERENNIALS

| Botanical Name | Common Name |
|---|---|
| *Gailardia aristata* | Indian Blanket Flower |
| *Erigeron linearis* | Narrow Leaved Fleabane |
| *Eriogonum umbellatum* | Sulphur Buckwheat |
| *Linum perenne var. lewisii* | Blue Flax |
| *Lupinus albicaulis* | Sicklekeel Lupine |
| *Penstemon davidsonii var. davidsonii* | Davidson’s Penstemon |
| *Penstemon humilis* | Lowly Penstemon |
| *Penstemon speciosus* | Showy Penstemon |
| *Penstemon richardsonii* | Richardson’s Penstemon |
| *Sphaeralcea munroana* | Orange Globemallow |

GRASSES

| Botanical Name | Common Name |
|---|---|
| *Festuca idahoensis* | Idaho fescue |
| *Koeleria cristata* | Prairie Junegrass |
| *Poa sandbergii* | Sandberg's Bluegrass |
| *Pseudoroegneria spicatum* | Bluebunch Wheatgrass |
| *Sitanion hystrix* | Squirreltail Bottlebrush |



MAX HEIGHT FENCE

HORIZONTAL WOOD SLATS OF VARYING HEIGHTS

GAPS BETWEEN SLATS TO PROMOTE A FEELING OF OPEN SPACE

GATES SHALL COMPLIMENT THE FENCE DESIGN AND CREATE VISUAL INTEREST



MEDIUM HEIGHT FENCE

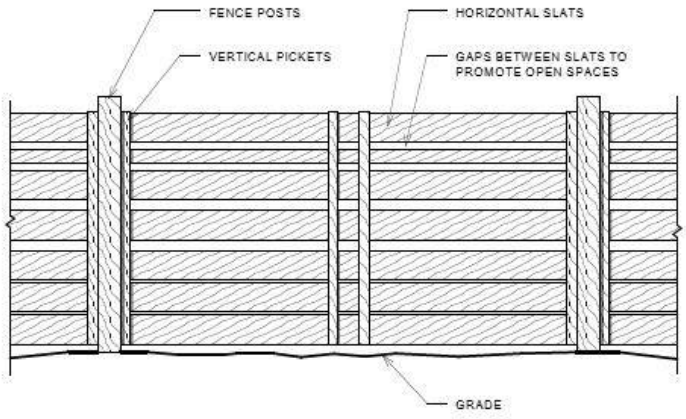
MEDIUM HEIGHT FENCES CAN ALSO BE INCORPORATED INTO THE FENCING DESIGN AT THE PROPERTY

PAINT OR STAIN COLOR OF PROPOSED WOOD FENCE REQUIRES **ARC** APPROVAL



LOW HEIGHT FENCE

LOW HEIGHT FENCES CAN ALSO BE INCORPORATED INTO THE FENCING DESIGN AT THE PROPERTY




EXAMPLE FENCE ELEVATION

**NOTES:**

1. ALL PROPOSED FENCE DESIGNS SHALL COMPLY WITH THE HEIGHT LIMITS WITHIN THE DESIGN GUIDELINES AND BE SUBMITTED TO **ARC** PRIOR TO CONSTRUCTION.
2. THE **ARC** WILL REVIEW ALL FENCE PROPOSALS ON AN INDIVIDUAL BASIS.

M.C. SMITH SIGNS

541-389-2471
mcsmithsigns.com
Bend, OR 97701
1515 NE 2nd St.
CCB 246539

Company: _____
Contact Name: _____
Phone: _____
Email: _____

**Form Date**
09/23/2024

*M.C. Smith Signs cares greatly about the quality of our products. Please assist us by taking the time to check the correctness of this proof.*

**Project Name:** Skyline Ranch Address Sign

| | |
|---|---|
| **Name** | |
| **Email** | |
| **Address Number** | |
| **Street Name** | |
| **Requested Finish Date** | |

Aluminum Post - 6"x6"x48"
Powder Coated
Mounted to Base in Concrete

**Sign Cost $890 | Installation on Concrete Pad $190 (optional)**

Orders
Call: 541-389-2471
Email: sales@mcsmithsigns.com

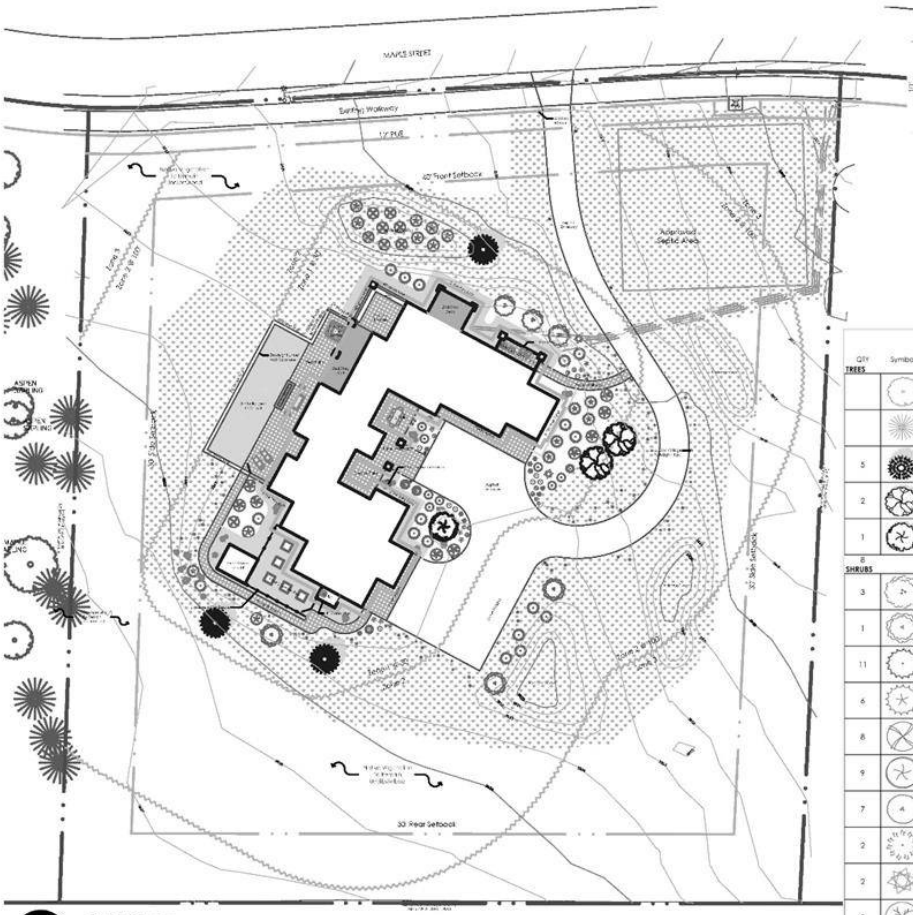






**50% DEPOSIT ON ORDERS OVER $200. BALANCE DUE ON COMPLETION.**

*This design is the propery of M.C. Smith Signs, and may not be reproduced in any manner without written permission.*




**Native Restoration** per 100 sq ft



11 grasses - randomly spaced at 24" - 36"
- 80% Idaho Fescue (8 Qty)
- 15% Prairie Junegrass (2 Qty)
- 5% Great Basin Wild Rye (1 Qty)

Great Basin Wild Rye NOT permitted under the dripline of any tree.

Common Yarrow & Blue Flax as indicated by individual symbol.

**Plant Legend**

| QTY | Symbol | Botanical Name | Common Name | Size | Comment |
|---|---|---|---|---|---|
| **TREES** | | | | | |
| | | | Existing Deciduous Tree | - | neighboring lot |
| | | | Existing Evergreen Tree | - | neighboring lot |
| 5 | | Pinus ponderosa | Ponderosa Pine | 6-7' | |
| 2 | | Acer rubrum | Red Sunset Maple | 1.5" cal | |
| 1 | | Acer ginnala | Amur Maple | 10 gal | multi-stem |
| 8 | | | | | |
| **SHRUBS** | | | | | |
| 3 | | Syringa vulgaris | Lilac | 5 gal | |
| 1 | | Holodiscus discolor | Oceanspray | 5 gal | |
| 11 | | Mahonia aquifolium | Oregon Grape | 5 gal | |
| 6 | | Cornus sericea | Red Osier Dogwood | 5 gal | |
| 8 | | Rosa woodsii | Wood's Rose | 5 gal | |
| 9 | | Spiraea douglasii | Western Spirea | 5 gal | |
| 7 | | Spiraea bumalda | Bumalda Spirea | 3 gal | |
| 2 | | Caryopteris clandonensis | Blue Mist Spirea | 3 gal | |
| 2 | | Perovskia atriplicifolia | Russian Sage | 1 gal | |
| 9 | | Rhus aromatica | Gro Low Sumac | 5 gal | |
| 58 | | | | | |
| **PERENNIALS & GRASSES** | | | | | |
| 9 | | Calamagrostis x acutiflora | Feather Reed Grass | 1 gal | |
| 8 | | Lavendula angustifolia | Lavender | 1 gal | |
| 9 | | Coreopsis grandiflora | Coreopsis | 1 gal | |
| 10 | | Penstemon eatoni | Firecracker Penstemon | 1 gal | |
| 36 | | | | | |
| **GROUNDCOVERS** | | | | | |
| 2 | | Cerastium tomentosum | Snow-In-Summer | 4 in | |
| 2 | | | | | |
| **NATIVE RESTORATION** | | | | | |
| 11259 | | Festuca idahoensis | Idaho Fescue | 4 in | Randomly spaced 24" - 36" |
| 704 | | Leymus cinereus | Great Basin Wild Rye | 4 in | |
| 2111 | | Koeleria macrantha | Prairie Junegrass | 4 in | |
| 24 | | Achillea millifolium | Common Yarrow | 4 in | |
| 26 | | Lupinus sericeus | Silky Lupine | 4 in | |
| 28 | | Linum lewisii | Blue Flax | 4 in | |
| 14152 | | | | | |

SCALE: NTS for Sample

0 10 20 40

**NOTES**

See Architectural drawings for screen wall specifics.

See CMB drawings for detailed information on spot elevations, grading and drainage and swales.

There are no significant rock outcroppings or existing trees on site.

Syn-tetic lawn: to be Synlawn Sy-Blue 949 or similar.

Fine fine none and formal planting beds to be top dressed with 1" - 1.5" locally harvested brown gravel applied 2"-3" deep on top of 8 oz geotextile. Other areas are to be groomed native soil with granular pre-emergent to prevent weeds.

Gravel inside the garden arch and the raised garden beds to be 3/4 minus locally harvested brown gravel applied 2"-3" deep on top of 8 oz geotextile.

**DEFENSIBLE LANDSCAPE ZONES**

**Zone 1** - encircles all structures and attachments (decks, covered patios, fences) for 30' on all sides. A fire free zone within in 5' of structures must be a non-combustible surface.

Newly planted conifers trees shall be spaced at 30-60' between trees. Only single conifer trees are permitted in zone 1, no branches may overhang structures.

Remove dead vegetation within 30' of structures. No firewood storage is permitted.

**Zone 2** is 30-100' from structures. Newly planted conifers require 60-80' between trees.

Existing brush in these areas must be thinned so that 1' small groups, (not to exceed six (6) feet in diameter) of brush are retained, they must be separated by at least three (3) times the diameter of the brush clumps.

**Zone 3** is 100' to property line. This area should be thinned and free of heavy shrubs and brush. No new plants or trees in this area, leave as native vegetation.

Existing brush in these areas must be thinned so that 1' small groups, (not to exceed six (6) feet in diameter) of brush are retained, they must be separated by at least three (3) times the diameter of the brush clumps.

Remove heavy accumulation of pine needles, woody debris, and diseased trees.

No irrigation permitted in this area except for temporary above ground irrigation for revegetation purposes.

**Bubbling Water Feature Character**



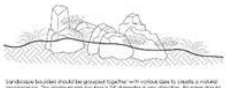
**Path Light**



**Wall Light**



**Landscape Boulders**



Landscape boulders should be grouped together with various sizes to create a natural appearance. The minimum size boulder is 24" diameter in any direction. Boulders should be buried 1/3 to 1/2 the depth of the final natural rock.

L1.0

Landscape Plan

PAGE

Design by: XX
Date: 10/7/25
Revised:
Revised:
Revised:

Company
Address
Phone
Number

# Sample Plan

1234 Maple St - Lot XX
Bend, OR 97703

APERION MANAGEMENT GROUP

# APPLICATION FOR NEW HOME CONSTRUCTION

## SKYLINE RANCH HOMEOWNERS ASSOCIATION

## IMPORTANT INFORMATION:

- **All Applications MUST be complete and include all required information or they will be returned to the applicant as incomplete and require resubmission.**
- **Please use the checklist enclosed to ensure that all items have been addressed.**
- **In some cases, you may be asked to provide additional information to the modification committee prior to approval.**
- **Please contact the Association at 541.389.3172 or by email at info@aperionmgmt.com if you have questions prior to filing.**

**Send all correspondence to:**
Skyline Ranch Homeowners Association
C/O Aperion Management Group, LLC
20310 Empire Ave., Suite A103, Bend, OR 97701
Phone (541) 389-3172  Fax (541) 678-5204

This application is to be used for Please ensure all sections are completed prior to submitting for review.

In accordance with the Association's documents and Architectural Review Procedures and Guidelines.

Owner: _____ Date: _____

Property Address: _____ Lot #: _____

Phone: _____

Email: _____

☐ **PRELIMNARY REVIEW**

- ☐ Site Plan (Drawn to scale)
- ☐ Exterior elevations (Drawn to scale)
- ☐ 8.5x11 reduction of drawings

☐ **FINAL REVIEW**

- ☐ Site Plan: 1 copy - drawing scale at 1" = 10' to include all items noted in section 1.5.4 of the design guidelines.
- ☐ Exterior Elevations: 1 copy, drawing scale at ¼" = 1' to include all items noted in section 1.5.4 of the design guidelines.
- ☐ Floor Plan(s): 1 copy - drawing scale at ¼" = 1'; including graphic scale.
- ☐ Site Plan and all four Exterior Elevations: 1 copy each reduced to 8 ½" x 11" format.
- ☐ Digital File: Digital files (PDF format) of all required documents, including drawings and the application.
- ☐ String Layout: A string layout of the footprint of the house, driveway and on-site parking locations shall be completed at the time of application. All corners of the lot must also be accurately staked at the time the string layout is completed.

☐ **LANDSCAPE**

A lot layout showing the location of the proposed significant additions or alterations to the landscaping and mature tree installation is required with this application. Included species of plants, location and mature size.

_____
_____
_____
_____

Please note: Large trees may be deemed a nuisance and vision/view blocker to adjoining neighbors when they are full grown. You may be requested to notify your neighbors affected by the proposed installation for their approval.



20310 EMPIRE AVE. SUITE A103 · BEND, OREGON 97703 · P.541.389.3172 · WWW.APERIONMGMT.COM · CCB# 202604

Application Packet Must Include the Following:

- All plans should be prepared to scale and orient improvements within building envelope.
- Improvement setbacks from property lines must be clearly represented on site plans or drawings.
- Maximum elevation of structures must be shown on plans or drawings.
- Specifications for materials to be used in construction must be detailed and specific.
- Materials and/or color samples of roofing, skylights, siding, windows, house doors, garage doors, and building trim must accompany plans or drawings.

The above applicant/owner requests approval from the Skyline Ranch Architecture Review Committee to make the following improvements/additions to the property in question. (Brief description of proposed project)

_____
_____
_____
_____
_____
_____

Applicant Signature: _____ Date: _____

**Architectural Review Committee Decision:**

Approval ☐ Conditional Approval ☐ Disapproval ☐

ARC requirements or comments (if any):

_____
_____
_____
_____
_____

Architectural Review Committee Member Signature: _____

Date: _____



20310 EMPIRE AVE. SUITE A103 · BEND, OREGON 97703 · P.541.389.3172 · WWW.APERIONMGMT.COM · CCB# 202604

# Skyline Ranch Home Owners Association

Insurance Certificate



CondoCerts™

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

ABI Insurance an ISU Network Agency
4800 SW Griffith Dr. Suite 300
Beaverton, OR 97005

CONTACT NAME:
PHONE (A/C, No, Ext): (503)292-1580 FAX (A/C, No):
E-MAIL ADDRESS: certificates@abipdx.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Munich RE | |
| INSURER B : Continental Casualty Company | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Skyline Ranch Home Owners Association
c/o Aperion Management Group LLC
855 SW Yates Drive, Suite 202, Bend, OR 97702

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | CAU521351-5 | 7/22/2025 | 7/22/2026 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $No Limit |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $1,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | CAU521351-5 | 7/22/2025 | 7/22/2026 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Crime | | | CAU521351-5 | 7/22/2025 | 7/22/2026 | Employee Dishonesty | $150,000 |
| B | Directors & Officers | | | 618970760 | 7/22/2025 | 7/22/2026 | Directors & Officers | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

EVIDENCE OF INSURANCE
Need a Certificate for an owner or lender?
Request Certificate from:
www.abipdx.com

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CMD

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# Skyline Ranch Home Owners Association

Regular Meeting Minutes




CondoCerts™

APERION MANAGEMENT GROUP

# MEETING MINUTES

**Skyline Ranch Owners Association**
**November 5, 2024**
**Virtual Meeting**

I. **Call Meeting to Order:** Kyle C called meeting to order at 11:16 am

**II. New Business**

a. 2024 Budget Adoption: *Chris Bellardi Presented the 2024 Budget with Assumptions. Kyle C Approved, no second needed.*
*b.* 70-604 Revenue Ruling: *Chris Bellardi Presented the 70-604 Revenue Ruling, Kyle C Approved, no second needed.*
*c. Vendor Contracts: Kyle C approved contracting with the current vendors.*

**III. Homeowner Forum**

Discussed budget, forest restoration and getting 3 insurance bids

**IV. Adjourn Meeting:** at 11:36 am

Minutes taken by Chris Bellardi,
Aperion Management Group, LLC, AAMC

# Skyline Ranch Home Owners Association

Reserve Study



CondoCerts™

**Skyline Homeowners Associaiton, Inc.**
**Bend , OR**
Account -- Version
October 25, 2020

**Aperion Management Group, LLC**
20310 Empire Ave. Ste. A103
Bend, OR 97703
Phone: 541-389-3172
Fax: 541-678-5204

| *Prepared By* |
| --- |
| *Quality Check By* |

**Skyline Homeowners Associaiton, Inc.**
Bend , OR
**AMG Current Assessment Funding Model Summary**

| | |
|---|---|
| Report Date | October 25, 2020 |
| Budget Year Beginning | January 01, 2021 |
| Budget Year Ending | December 31, 2021 |
| Total Units | 60 |
| Phase Development | 1 of 5 |

***Report Parameters***

| | |
|---|---|
| Inflation | 3.00% |
| Annual Assessment Increase | 3.50% |
| Interest Rate on Reserve Deposit | 0.00% |
| Contingency | 2.00% |
| 2021 Beginning Balance | |

***Current Assessment Funding Model Summary of Calculations***

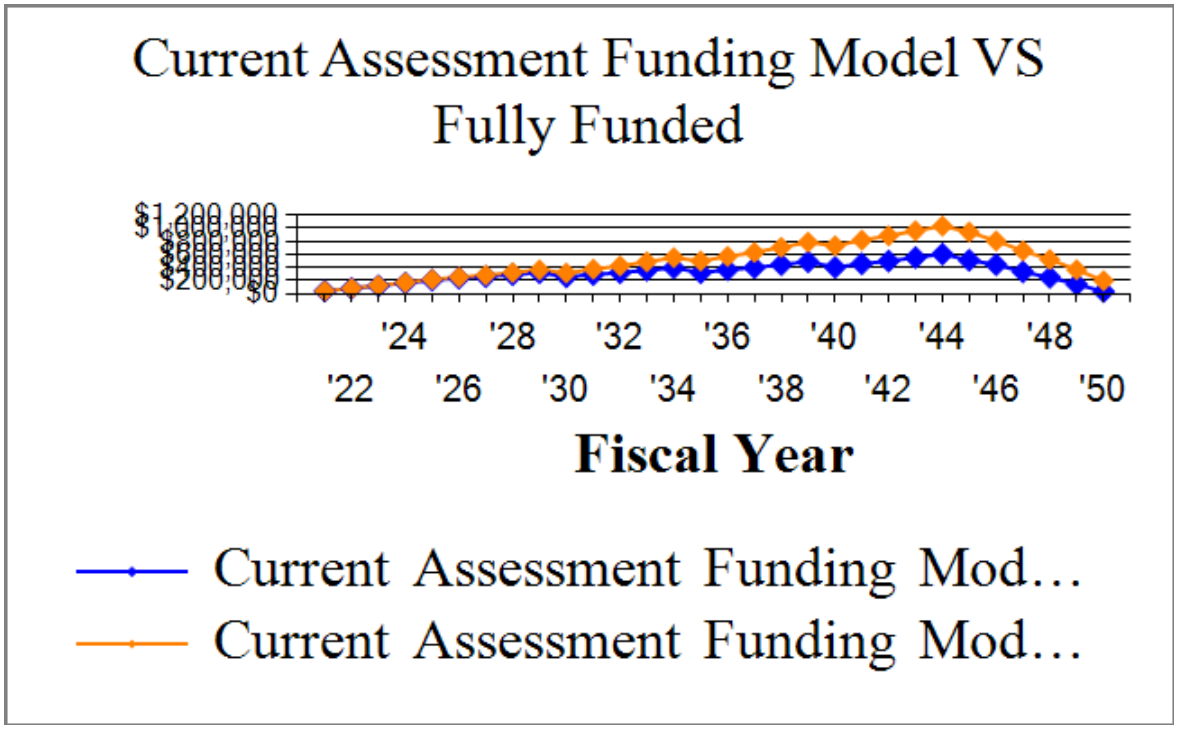
| | |
|---|---|
| Required Month Contribution | $3,166.67 |
| *$52.78 per unit monthly* | |
| Average Net Month Interest Earned | |
| Total Month Allocation to Reserves | $3,166.67 |
| *$52.78 per unit monthly* | |

**Skyline Homeowners Associaiton, Inc.**
**AMG Current Assessment Funding Model Projection**

Beginning Balance: $0

| Year | Current Cost | Annual Contribution | Annual Interest | Annual Expenditures | Projected Ending Reserves | Fully Funded Reserves | Percent Funded |
|---|---|---|---|---|---|---|---|
| 2021 | 607,468 | 38,000 | | | 38,000 | 38,317 | 99% |
| 2022 | 625,692 | 39,330 | | | 77,330 | 78,932 | 98% |
| 2023 | 644,462 | 40,707 | | | 118,037 | 121,950 | 97% |
| 2024 | 663,796 | 42,131 | | | 160,168 | 167,478 | 96% |
| 2025 | 683,710 | 43,606 | | | 203,774 | 215,628 | 95% |
| 2026 | 704,221 | 45,132 | | 14,555 | 234,351 | 251,219 | 93% |
| 2027 | 725,348 | 46,712 | | 24,072 | 256,991 | 280,051 | 92% |
| 2028 | 747,108 | 48,347 | | 16,788 | 288,549 | 319,810 | 90% |
| 2029 | 769,522 | 50,039 | | 19,154 | 319,435 | 361,255 | 88% |
| 2030 | 792,607 | 51,790 | | 117,430 | 253,795 | 313,183 | 81% |
| 2031 | 816,386 | 53,603 | | 16,873 | 290,525 | 371,292 | 78% |
| 2032 | 840,877 | 55,479 | | 27,906 | 318,098 | 421,541 | 75% |
| 2033 | 866,103 | 57,421 | | 19,462 | 356,057 | 484,226 | 74% |
| 2034 | 892,087 | 59,430 | | 22,204 | 393,283 | 548,024 | 72% |
| 2035 | 918,849 | 61,510 | | 136,133 | 318,660 | 496,172 | 64% |
| 2036 | 946,415 | 63,663 | | 19,560 | 362,763 | 567,529 | 64% |
| 2037 | 974,807 | 65,891 | | 32,351 | 396,304 | 629,895 | 63% |
| 2038 | 1,004,051 | 68,198 | | 22,561 | 441,940 | 706,800 | 63% |
| 2039 | 1,034,173 | 70,585 | | 25,741 | 486,784 | 785,123 | 62% |
| 2040 | 1,065,198 | 73,055 | | 157,816 | 402,023 | 729,508 | 55% |
| 2041 | 1,097,154 | 75,612 | | 22,676 | 454,959 | 816,859 | 56% |
| 2042 | 1,106,712 | 78,258 | | 37,504 | 495,714 | 884,107 | 56% |
| 2043 | 1,110,942 | 80,997 | | 26,155 | 550,557 | 960,642 | 57% |
| 2044 | 1,117,331 | 83,832 | | 29,841 | 604,548 | 1,032,870 | 59% |
| 2045 | 1,120,115 | 86,766 | | 182,951 | 508,363 | 941,498 | 54% |
| 2046 | 965,279 | 89,803 | | 156,473 | 441,694 | 804,744 | 55% |
| 2047 | 994,237 | 92,946 | | 204,962 | 329,678 | 654,021 | 50% |
| 2048 | 1,012,869 | 96,200 | | 180,480 | 245,397 | 521,580 | 47% |
| 2049 | 1,043,255 | 99,567 | | 205,913 | 139,050 | 362,915 | 38% |
| 2050 | 1,074,553 | 103,051 | | 212,091 | 30,011 | 195,491 | 15% |

**Skyline Homeowners Associaiton, Inc.**
**AMG Current Assessment Funding Model VS Fully Funded Chart**




**The Current Assessment Funding Model** is based on the current annual assessment, parameters, and reserve fund balance. Because it is calculated using the current annual assessment, it will give the accurate projection of how well the association is funded for the next 30 years of planned reserve expenditures.

**Skyline Homeowners Associaiton, Inc.**
Bend , OR
**AMG Threshold Funding Model Summary**

| | |
|---|---|
| Report Date | October 25, 2020 |
| Budget Year Beginning | January 01, 2021 |
| Budget Year Ending | December 31, 2021 |
| Total Units | 60 |
| Phase Development | 1 of 5 |

***Report Parameters***

| | |
|---|---|
| Inflation | 3.00% |
| Annual Assessment Increase | 3.00% |
| Interest Rate on Reserve Deposit | 0.00% |
| Contingency | 2.00% |
| 2021 Beginning Balance | |

***Threshold Funding Model Summary of Calculations***

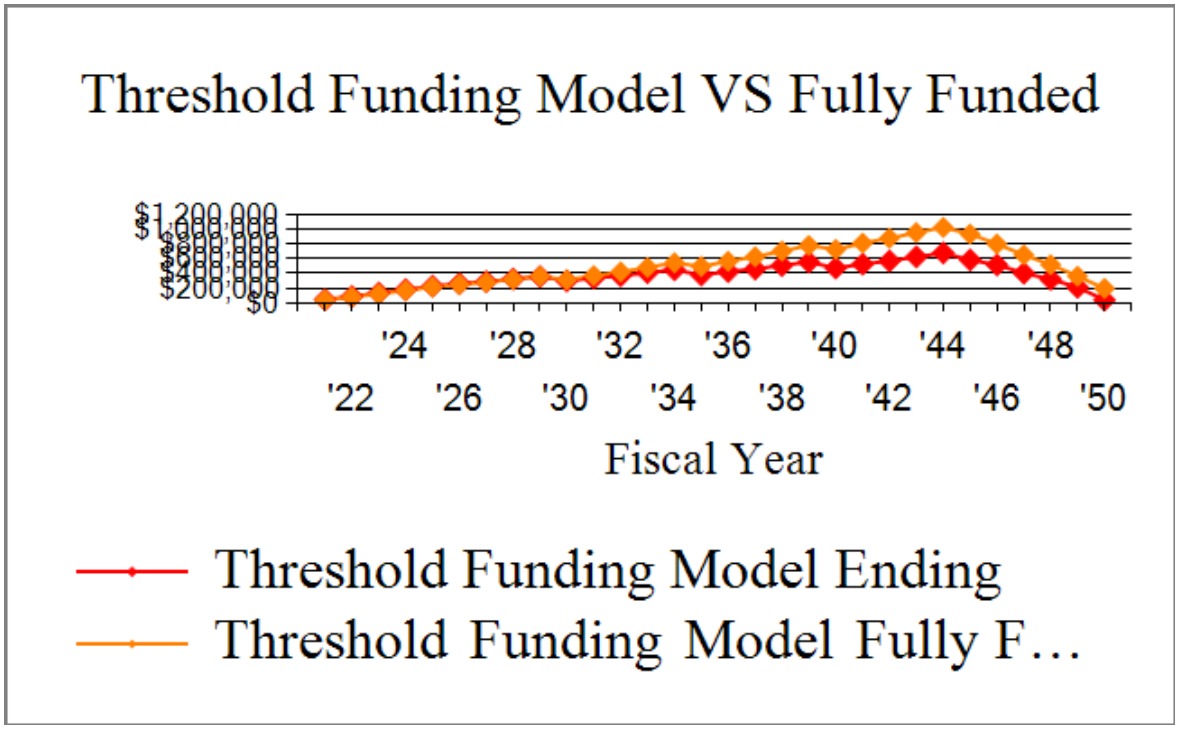
| | |
|---|---|
| Required Month Contribution | $3,559.82 |
| *$59.33 per unit monthly* | |
| Average Net Month Interest Earned | |
| Total Month Allocation to Reserves | $3,559.82 |
| *$59.33 per unit monthly* | |

**Skyline Homeowners Associaiton, Inc.**
**AMG Threshold Funding Model Projection**

Beginning Balance: $0

| Year | Current Cost | Annual Contribution | Annual Interest | Annual Expenditures | Projected Ending Reserves | Fully Funded Reserves | Percent Funded |
|---|---|---|---|---|---|---|---|
| 2021 | 607,468 | 42,718 | | | 42,718 | 38,317 | 111% |
| 2022 | 625,692 | 43,999 | | | 86,717 | 78,932 | 110% |
| 2023 | 644,462 | 45,319 | | | 132,037 | 121,950 | 108% |
| 2024 | 663,796 | 46,679 | | | 178,715 | 167,478 | 107% |
| 2025 | 683,710 | 48,079 | | | 226,795 | 215,628 | 105% |
| 2026 | 704,221 | 49,522 | | 14,555 | 261,762 | 251,219 | 104% |
| 2027 | 725,348 | 51,007 | | 24,072 | 288,697 | 280,051 | 103% |
| 2028 | 747,108 | 52,538 | | 16,788 | 324,447 | 319,810 | 101% |
| 2029 | 769,522 | 54,114 | | 19,154 | 359,407 | 361,255 | 99% |
| 2030 | 792,607 | 55,737 | | 117,430 | 297,714 | 313,183 | 95% |
| 2031 | 816,386 | 57,409 | | 16,873 | 338,250 | 371,292 | 91% |
| 2032 | 840,877 | 59,131 | | 27,906 | 369,476 | 421,541 | 88% |
| 2033 | 866,103 | 60,905 | | 19,462 | 410,920 | 484,226 | 85% |
| 2034 | 892,087 | 62,733 | | 22,204 | 451,448 | 548,024 | 82% |
| 2035 | 918,849 | 64,615 | | 136,133 | 379,929 | 496,172 | 77% |
| 2036 | 946,415 | 66,553 | | 19,560 | 426,922 | 567,529 | 75% |
| 2037 | 974,807 | 68,550 | | 32,351 | 463,121 | 629,895 | 74% |
| 2038 | 1,004,051 | 70,606 | | 22,561 | 511,165 | 706,800 | 72% |
| 2039 | 1,034,173 | 72,724 | | 25,741 | 558,149 | 785,123 | 71% |
| 2040 | 1,065,198 | 74,906 | | 157,816 | 475,239 | 729,508 | 65% |
| 2041 | 1,097,154 | 77,153 | | 22,676 | 529,717 | 816,859 | 65% |
| 2042 | 1,106,712 | 79,468 | | 37,504 | 571,681 | 884,107 | 65% |
| 2043 | 1,110,942 | 81,852 | | 26,155 | 627,378 | 960,642 | 65% |
| 2044 | 1,117,331 | 84,307 | | 29,841 | 681,844 | 1,032,870 | 66% |
| 2045 | 1,120,115 | 86,837 | | 182,951 | 585,729 | 941,498 | 62% |
| 2046 | 965,279 | 89,442 | | 156,473 | 518,698 | 804,744 | 64% |
| 2047 | 994,237 | 92,125 | | 204,962 | 405,860 | 654,021 | 62% |
| 2048 | 1,012,869 | 94,889 | | 180,480 | 320,269 | 521,580 | 61% |
| 2049 | 1,043,255 | 97,735 | | 205,913 | 212,091 | 362,915 | 58% |
| 2050 | 1,074,553 | 36,947 | | 212,091 | 36,947 | 195,491 | 19% |

**Skyline Homeowners Associaiton, Inc.**
**AMG Threshold Funding Model VS Fully Funded Chart**




The **Threshold Funding Model** calculates the minimum reserve assessments, with the restriction that the reserve balance is not allowed to go below $0 or other predetermined threshold, during the period of time examined. All funds for planned reserve expenditures will be available on the first day of each fiscal year. The **Threshold Funding Model** allows the client to choose the level of conservative funding they desire by choosing the threshold dollar amount.

**Skyline Homeowners Associaiton, Inc.**
Bend , OR
**AMG Component Funding Model Summary**

| | |
|---|---|
| Report Date | October 25, 2020 |
| Budget Year Beginning | January 01, 2021 |
| Budget Year Ending | December 31, 2021 |
| Total Units | 60 |
| Phase Development | 1 of 5 |

***Report Parameters***

| | |
|---|---|
| Inflation | 3.00% |
| Interest Rate on Reserve Deposit | 0.00% |
| Contingency | 3.00% |
| 2021 Beginning Balance | |

***Component Funding Model Summary of Calculations***

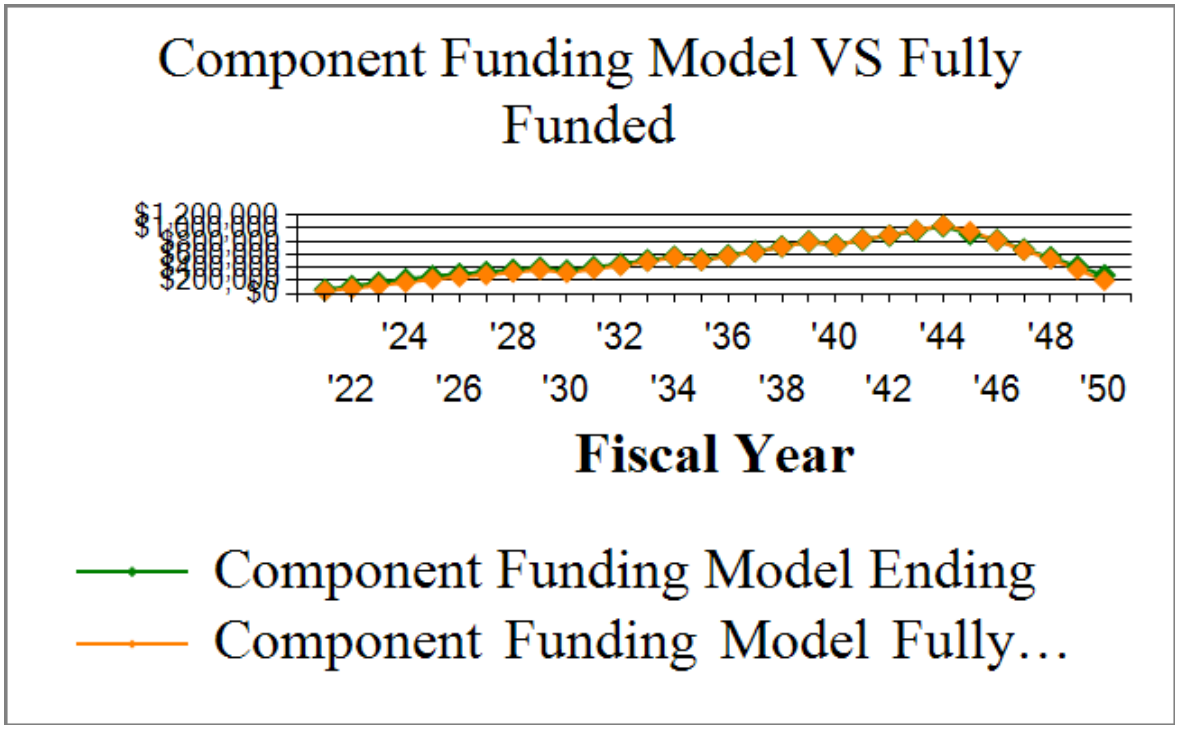
| | |
|---|---|
| Required Month Contribution | $4,773.16 |
| *$79.55 per unit monthly* | |
| Average Net Month Interest Earned | |
| Total Month Allocation to Reserves | $4,773.16 |
| *$79.55 per unit monthly* | |

**Skyline Homeowners Associaiton, Inc.**
**AMG Component Funding Model Projection**

Beginning Balance: $0

| Year | Current Cost | Annual Contribution | Annual Interest | Annual Expenditures | Projected Ending Reserves | Fully Funded Reserves | Percent Funded |
|---|---|---|---|---|---|---|---|
| 2021 | 607,468 | 57,278 | | | 57,278 | 38,712 | 148% |
| 2022 | 625,692 | 54,808 | | | 112,086 | 79,746 | 141% |
| 2023 | 644,462 | 52,545 | | | 164,631 | 123,208 | 134% |
| 2024 | 663,796 | 50,843 | | | 215,474 | 169,205 | 127% |
| 2025 | 683,710 | 49,186 | | | 264,660 | 217,851 | 121% |
| 2026 | 704,221 | 49,659 | | 14,555 | 299,764 | 253,809 | 118% |
| 2027 | 725,348 | 50,973 | | 24,072 | 326,665 | 282,938 | 115% |
| 2028 | 747,108 | 51,388 | | 16,788 | 361,266 | 323,107 | 112% |
| 2029 | 769,522 | 52,460 | | 19,154 | 394,572 | 364,979 | 108% |
| 2030 | 792,607 | 71,597 | | 117,430 | 348,739 | 316,412 | 110% |
| 2031 | 816,386 | 72,256 | | 16,873 | 404,122 | 375,119 | 108% |
| 2032 | 840,877 | 75,768 | | 27,906 | 451,984 | 425,886 | 106% |
| 2033 | 866,103 | 76,604 | | 19,462 | 509,126 | 489,218 | 104% |
| 2034 | 892,087 | 75,598 | | 22,204 | 562,519 | 553,673 | 102% |
| 2035 | 918,849 | 89,429 | | 136,133 | 515,815 | 501,288 | 103% |
| 2036 | 946,415 | 88,204 | | 19,560 | 584,459 | 573,380 | 102% |
| 2037 | 974,807 | 93,111 | | 32,351 | 645,219 | 636,389 | 101% |
| 2038 | 1,004,051 | 96,404 | | 22,561 | 719,062 | 714,087 | 101% |
| 2039 | 1,034,173 | 103,221 | | 25,741 | 796,542 | 793,217 | 100% |
| 2040 | 1,065,198 | 105,404 | | 157,816 | 744,131 | 737,028 | 101% |
| 2041 | 1,097,154 | 99,958 | | 22,676 | 821,413 | 825,280 | 100% |
| 2042 | 1,106,712 | 102,489 | | 37,504 | 886,398 | 893,221 | 99% |
| 2043 | 1,110,942 | 100,629 | | 26,155 | 960,872 | 970,545 | 99% |
| 2044 | 1,117,331 | 99,949 | | 29,841 | 1,030,981 | 1,043,519 | 99% |
| 2045 | 1,120,115 | 61,630 | | 182,951 | 909,660 | 951,204 | 96% |
| 2046 | 965,279 | 65,048 | | 156,473 | 818,235 | 813,040 | 101% |
| 2047 | 994,237 | 61,282 | | 204,962 | 674,554 | 660,764 | 102% |
| 2048 | 1,012,869 | 59,694 | | 180,480 | 553,768 | 526,957 | 105% |
| 2049 | 1,043,255 | 66,122 | | 205,913 | 413,977 | 366,657 | 113% |
| 2050 | 1,074,553 | 76,264 | | 212,091 | 278,150 | 197,506 | 141% |

**Skyline Homeowners Associaiton, Inc.**
**AMG Component Funding Model VS Fully Funded Chart**




The **Component Funding Model's** long-term objective is to provide a plan to a fully funded reserve position over the longest period of time practical. This is the most conservative funding model.

**Skyline Homeowners Associaiton, Inc.**
**AMG Component Funding Model Assessment & Category Summary**

| Description | Replacement Year | Useful Life | Adjustment | Remaining Life | Current Cost | Assigned Reserves | Fully Funded |
|---|---|---|---|---|---|---|---|
| **Streets/Asphalt** | | | | | | | |
| Asphalt Pathways Overlay | 2052 | 30 | 1 | 31 | 30,000 | 0 | 968 |
| Asphalt Pathways Seal Coat | 2027 | 5 | 1 | 6 | 5,040 | 0 | 840 |
| Phase 1 Asphalt Overlay | 2046 | 25 | 0 | 25 | 74,732 | 0 | 2,989 |
| Phase 1 Asphalt Seal Coat | 2026 | 5 | 0 | 5 | 12,555 | 0 | 2,511 |
| Phase 2 Asphalt Overlay | 2047 | 25 | 1 | 26 | 90,000 | 0 | 3,462 |
| Phase 2 Asphalt Seal Coat | 2027 | 5 | 1 | 6 | 15,120 | 0 | 2,520 |
| Phase 3 Asphalt Overlay | 2048 | 25 | 2 | 27 | 81,250 | 0 | 3,009 |
| Phase 3 Asphalt Seal Coat | 2028 | 5 | 2 | 7 | 13,650 | 0 | 1,950 |
| Phase 4 Asphalt Overlay | 2049 | 25 | 3 | 28 | 90,000 | 0 | 3,214 |
| Phase 4 Asphalt Seal Coat | 2029 | 5 | 3 | 8 | 15,120 | 0 | 1,890 |
| Phase 5 Asphalt Overlay | 2050 | 25 | 4 | 29 | 90,000 | 0 | 3,103 |
| Phase 5 Asphalt Seal Coat | 2030 | 5 | 4 | 9 | 90,000 | 0 | 10,000 |
| Streets/Asphalt - Total | | | | | $607,468 | | $36,457 |
| Total Asset Summary | | | | | $607,468 | | $36,457 |
| Contingency at 3.00% | | | | | | | $1,128 |
| Summary Total | | | | | | | $37,584 |

| | |
|---|---|
| Percent Fully Funded | 0% |
| Current Average Liability per Unit (Total Units: 60) | -$626 |

**Skyline Homeowners Associaiton, Inc.**
**AMG Distribution of Accumulated Reserves**

| Description | Remaining Life | Replacement Year | Assigned Reserves | Fully Funded Reserves |
|---|---|---|---|---|
| Phase 1 Asphalt Seal Coat | 5 | 2026 | | 2,511 |
| Asphalt Pathways Seal Coat | 6 | 2027 | | 840 |
| Phase 2 Asphalt Seal Coat | 6 | 2027 | | 2,520 |
| Phase 3 Asphalt Seal Coat | 7 | 2028 | | 1,950 |
| Phase 4 Asphalt Seal Coat | 8 | 2029 | | 1,890 |
| Phase 5 Asphalt Seal Coat | 9 | 2030 | | 10,000 |
| Phase 1 Asphalt Overlay | 25 | 2046 | | 2,989 |
| Phase 2 Asphalt Overlay | 26 | 2047 | | 3,462 |
| Phase 3 Asphalt Overlay | 27 | 2048 | | 3,009 |
| Phase 4 Asphalt Overlay | 28 | 2049 | | 3,214 |
| Phase 5 Asphalt Overlay | 29 | 2050 | | 3,103 |
| Asphalt Pathways Overlay | 31 | 2052 | | 968 |
| Total Asset Summary | | | | $36,457 |
| Contingency at 2.00% | | | | $744 |
| Summary Total | | | | $37,201 |

| | |
|---|---|
| Percent Fully Funded | 0% |
| Current Average Liability per Unit (Total Units: 60) | -$620 |

**Skyline Homeowners Associaiton, Inc.**
**AMG Annual Expenditure Detail**

| Description | Expenditures |
|---|---|
| *No Replacement in 2021* | |
| *No Replacement in 2022* | |
| *No Replacement in 2023* | |
| *No Replacement in 2024* | |
| *No Replacement in 2025* | |
| **Replacement Year 2026** | |
| Phase 1 Asphalt Seal Coat | 14,555 |
| **Total for 2026** | **$14,555** |
| **Replacement Year 2027** | |
| Asphalt Pathways Seal Coat | 6,018 |
| Phase 2 Asphalt Seal Coat | 18,054 |
| **Total for 2027** | **$24,072** |
| **Replacement Year 2028** | |
| Phase 3 Asphalt Seal Coat | 16,788 |
| **Total for 2028** | **$16,788** |
| **Replacement Year 2029** | |
| Phase 4 Asphalt Seal Coat | 19,154 |
| **Total for 2029** | **$19,154** |
| **Replacement Year 2030** | |
| Phase 5 Asphalt Seal Coat | 117,430 |
| **Total for 2030** | **$117,430** |
| **Replacement Year 2031** | |
| Phase 1 Asphalt Seal Coat | 16,873 |
| **Total for 2031** | **$16,873** |
| **Replacement Year 2032** | |
| Asphalt Pathways Seal Coat | 6,977 |
| Phase 2 Asphalt Seal Coat | 20,930 |
| **Total for 2032** | **$27,906** |
| **Replacement Year 2033** | |
| Phase 3 Asphalt Seal Coat | 19,462 |
| **Total for 2033** | **$19,462** |

**Skyline Homeowners Associaiton, Inc.**
**AMG Annual Expenditure Detail**

| Description | Expenditures |
|---|---|
| **Replacement Year 2034** | |
| Phase 4 Asphalt Seal Coat | 22,204 |
| **Total for 2034** | **$22,204** |
| **Replacement Year 2035** | |
| Phase 5 Asphalt Seal Coat | 136,133 |
| **Total for 2035** | **$136,133** |
| **Replacement Year 2036** | |
| Phase 1 Asphalt Seal Coat | 19,560 |
| **Total for 2036** | **$19,560** |
| **Replacement Year 2037** | |
| Asphalt Pathways Seal Coat | 8,088 |
| Phase 2 Asphalt Seal Coat | 24,263 |
| **Total for 2037** | **$32,351** |
| **Replacement Year 2038** | |
| Phase 3 Asphalt Seal Coat | 22,561 |
| **Total for 2038** | **$22,561** |
| **Replacement Year 2039** | |
| Phase 4 Asphalt Seal Coat | 25,741 |
| **Total for 2039** | **$25,741** |
| **Replacement Year 2040** | |
| Phase 5 Asphalt Seal Coat | 157,816 |
| **Total for 2040** | **$157,816** |
| **Replacement Year 2041** | |
| Phase 1 Asphalt Seal Coat | 22,676 |
| **Total for 2041** | **$22,676** |
| **Replacement Year 2042** | |
| Asphalt Pathways Seal Coat | 9,376 |
| Phase 2 Asphalt Seal Coat | 28,128 |
| **Total for 2042** | **$37,504** |

**Skyline Homeowners Associaiton, Inc.**
**AMG Annual Expenditure Detail**

| Description | Expenditures |
|---|---|
| **Replacement Year 2043** | |
| Phase 3 Asphalt Seal Coat | 26,155 |
| **Total for 2043** | **$26,155** |
| **Replacement Year 2044** | |
| Phase 4 Asphalt Seal Coat | 29,841 |
| **Total for 2044** | **$29,841** |
| **Replacement Year 2045** | |
| Phase 5 Asphalt Seal Coat | 182,951 |
| **Total for 2045** | **$182,951** |
| **Replacement Year 2046** | |
| Phase 1 Asphalt Overlay | 156,473 |
| **Total for 2046** | **$156,473** |
| **Replacement Year 2047** | |
| Asphalt Pathways Seal Coat | 10,869 |
| Phase 2 Asphalt Overlay | 194,093 |
| **Total for 2047** | **$204,962** |
| **Replacement Year 2048** | |
| Phase 3 Asphalt Overlay | 180,480 |
| **Total for 2048** | **$180,480** |
| **Replacement Year 2049** | |
| Phase 4 Asphalt Overlay | 205,913 |
| **Total for 2049** | **$205,913** |
| **Replacement Year 2050** | |
| Phase 5 Asphalt Overlay | 212,091 |
| **Total for 2050** | **$212,091** |

**Skyline Homeowners Associaiton, Inc.**
**AMG Detail Report by Category**

## Asphalt Pathways Overlay - 2052

| | | | |
|---|---|---|---|
| | | 24,000 sq ft | @ $1.25 |
| Asset ID | 1003 | Asset Cost | $30,000.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $75,002.41 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 30 | | |
| Adjustment | 1 | Monthly Assessment | $120.60 |
| Replacement Year | 2052 | Interest Contribution | |
| Remaining Life | 31 | Reserve Allocation | $120.60 |

Estimates per developer

## Asphalt Pathways Seal Coat - 2027

| | | | |
|---|---|---|---|
| | | 24,000 sq ft | @ $0.21 |
| Asset ID | 1009 | Asset Cost | $5,040.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $6,018.02 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 5 | | |
| Adjustment | 1 | Monthly Assessment | $50.00 |
| Replacement Year | 2027 | Interest Contribution | |
| Remaining Life | 6 | Reserve Allocation | $50.00 |

Estimates per developer

## Phase 1 Asphalt Overlay - 2046

| | | | |
|---|---|---|---|
| | | 59,786 sq ft | @ $1.25 |
| Asset ID | 1001 | Asset Cost | $74,732.50 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $156,473.26 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 25 | | |
| Replacement Year | 2046 | Monthly Assessment | $311.98 |
| Remaining Life | 25 | Interest Contribution | |
| | | Reserve Allocation | $311.98 |

Estimates per developer

**Skyline Homeowners Associaiton, Inc.**
**AMG Detail Report by Category**

## Phase 1 Asphalt Seal Coat - 2026

| | | | |
|---|---|---|---|
| | | 59,786 sq ft | @ $0.21 |
| Asset ID | 1007 | Asset Cost | $12,555.06 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $14,554.76 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 5 | | |
| Replacement Year | 2026 | Monthly Assessment | $145.10 |
| Remaining Life | 5 | Interest Contribution | |
| | | Reserve Allocation | $145.10 |

Estimates per developer

## Phase 2 Asphalt Overlay - 2047

| | | | |
|---|---|---|---|
| | | 72,000 sq ft | @ $1.25 |
| Asset ID | 1002 | Asset Cost | $90,000.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $194,093.21 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 25 | | |
| Adjustment | 1 | Monthly Assessment | $372.11 |
| Replacement Year | 2047 | Interest Contribution | |
| Remaining Life | 26 | Reserve Allocation | $372.11 |

Estimates per developer

## Phase 2 Asphalt Seal Coat - 2027

| | | | |
|---|---|---|---|
| | | 72,000 sq ft | @ $0.21 |
| Asset ID | 1008 | Asset Cost | $15,120.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $18,054.07 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 5 | | |
| Adjustment | 1 | Monthly Assessment | $149.99 |
| Replacement Year | 2027 | Interest Contribution | |
| Remaining Life | 6 | Reserve Allocation | $149.99 |

Estimates per developer

**Skyline Homeowners Associaiton, Inc.**
**AMG Detail Report by Category**

## Phase 3 Asphalt Overlay - 2048

| | | | |
|---|---|---|---|
| | | 65,000 sq ft | @ $1.25 |
| Asset ID | 1004 | Asset Cost | $81,250.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $180,479.73 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 25 | | |
| Adjustment | 2 | Monthly Assessment | $333.19 |
| Replacement Year | 2048 | Interest Contribution | |
| Remaining Life | 27 | Reserve Allocation | $333.19 |

Estimates per developer

## Phase 3 Asphalt Seal Coat - 2028

| | | | |
|---|---|---|---|
| | | 65,000 sq ft | @ $0.21 |
| Asset ID | 1010 | Asset Cost | $13,650.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $16,787.78 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 5 | | |
| Adjustment | 2 | Monthly Assessment | $119.54 |
| Replacement Year | 2028 | Interest Contribution | |
| Remaining Life | 7 | Reserve Allocation | $119.54 |

Estimates per developer

## Phase 4 Asphalt Overlay - 2049

| | | | |
|---|---|---|---|
| | | 72,000 sq ft | @ $1.25 |
| Asset ID | 1005 | Asset Cost | $90,000.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $205,913.49 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 25 | | |
| Adjustment | 3 | Monthly Assessment | $366.57 |
| Replacement Year | 2049 | Interest Contribution | |
| Remaining Life | 28 | Reserve Allocation | $366.57 |

Estimates per developer

**Skyline Homeowners Associaiton, Inc.**
**AMG Detail Report by Category**

## Phase 4 Asphalt Seal Coat - 2029

| | | | |
|---|---|---|---|
| | | 72,000 sq ft | @ $0.21 |
| Asset ID | 1011 | Asset Cost | $15,120.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $19,153.56 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 5 | | |
| Adjustment | 3 | Monthly Assessment | $119.34 |
| Replacement Year | 2029 | Interest Contribution | |
| Remaining Life | 8 | Reserve Allocation | $119.34 |

Estimates per developer

## Phase 5 Asphalt Overlay - 2050

| | | | |
|---|---|---|---|
| | | 72,000 sq ft | @ $1.25 |
| Asset ID | 1006 | Asset Cost | $90,000.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $212,090.89 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 25 | | |
| Adjustment | 4 | Monthly Assessment | $364.55 |
| Replacement Year | 2050 | Interest Contribution | |
| Remaining Life | 29 | Reserve Allocation | $364.55 |

Estimates per developer

## Phase 5 Asphalt Seal Coat - 2030

| | | | |
|---|---|---|---|
| | | 72,000 sq ft | @ $1.25 |
| Asset ID | 1012 | Asset Cost | $90,000.00 |
| | | Percent Replacement | 100% |
| | Streets/Asphalt | Future Cost | $117,429.59 |
| Placed in Service | January 2021 | Assigned Reserves | *none* |
| Useful Life | 5 | | |
| Adjustment | 4 | Monthly Assessment | $650.38 |
| Replacement Year | 2030 | Interest Contribution | |
| Remaining Life | 9 | Reserve Allocation | $650.38 |

Estimates per developer

| | |
|---|---|
| **Streets/Asphalt - Total Current Cost** | **$607,468** |
| **Assigned Reserves** | **$0** |
| **Fully Funded Reserves** | **$36,457** |

**Skyline Homeowners Associaiton, Inc.**
**AMG Detail Report by Category**

## Detail Report Summary

**Total of All Assets**

| | |
|---|---|
| Assigned Reserves | |
| Monthly Contribution | $3,103.33 |
| Monthly Interest | |
| Monthly Allocation | $3,103.33 |

**Contingency at 2.00%**

| | |
|---|---|
| Assigned Reserves | |
| Monthly Contribution | $63.33 |
| Monthly Interest | |
| Monthly Allocation | $63.33 |

**Grand Total**

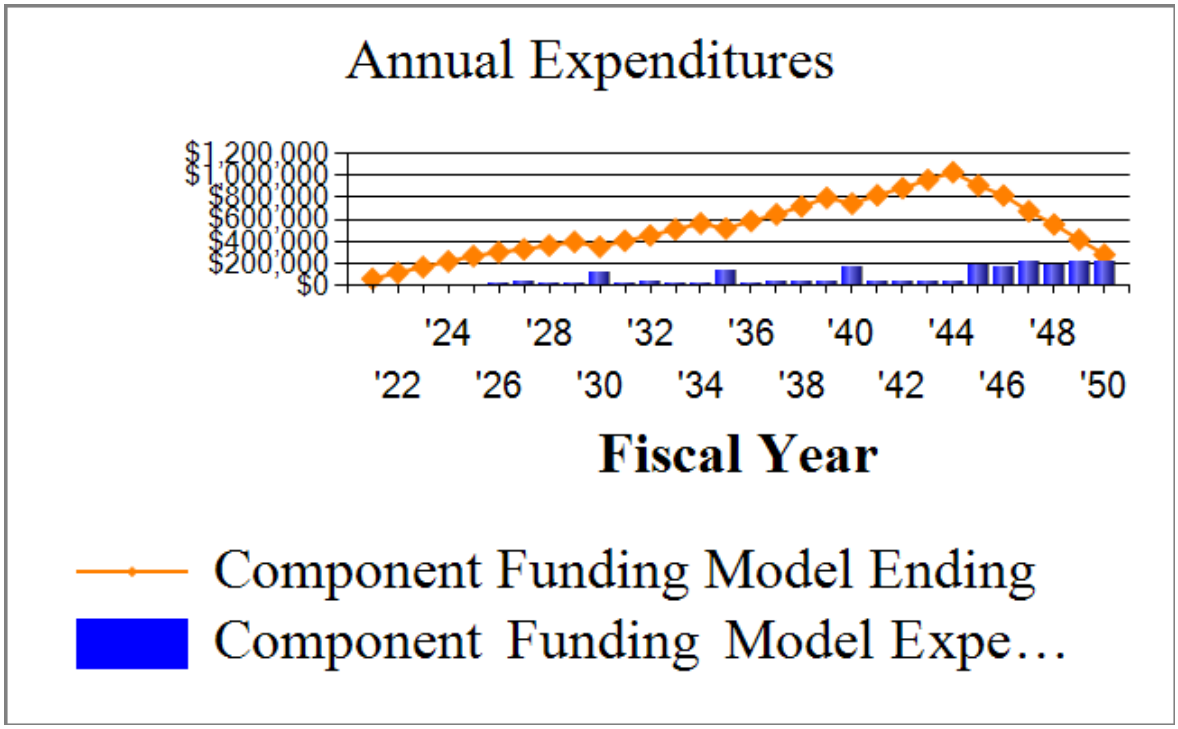
| | |
|---|---|
| Assigned Reserves | |
| Monthly Contribution | $3,166.67 |
| Monthly Interest | |
| Monthly Allocation | $3,166.67 |

**Skyline Homeowners Associaiton, Inc.**
**AMG Category Detail Index**

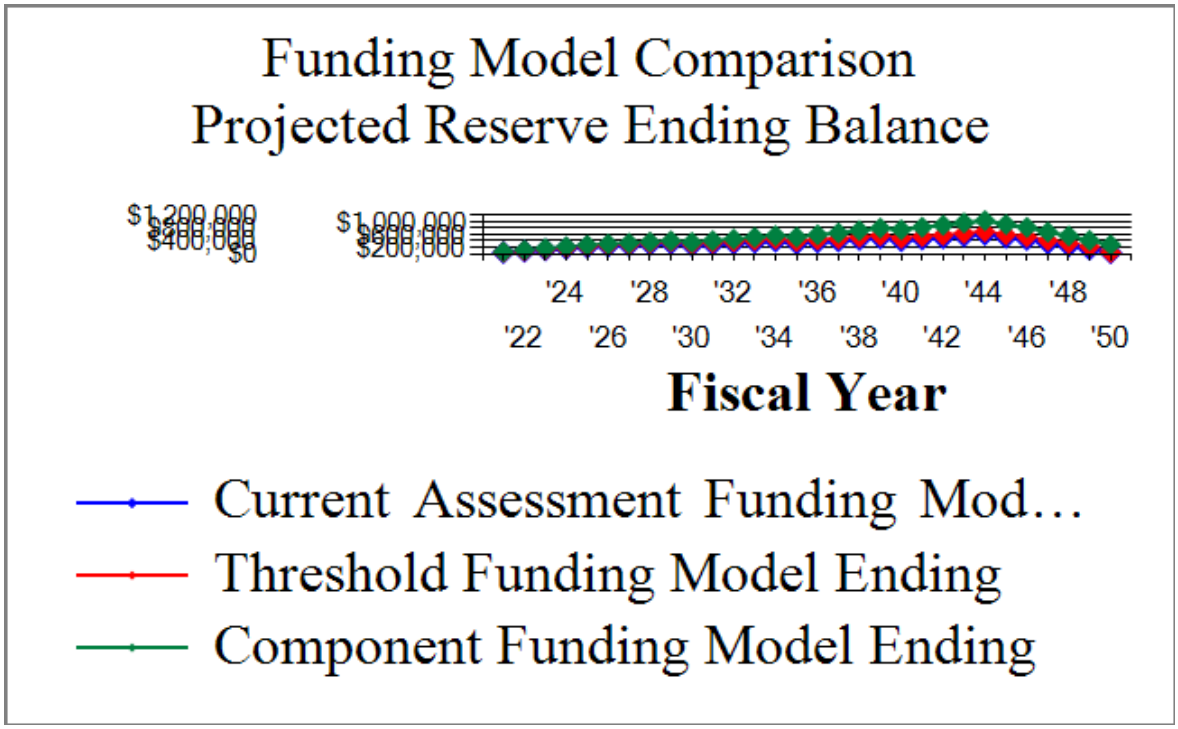

| Asset ID | Description | Replacement | Page |
|---|---|---|---|
| 1003 | Asphalt Pathways Overlay | 2052 | 2-15 |
| 1009 | Asphalt Pathways Seal Coat | 2027 | 2-15 |
| 1001 | Phase 1 Asphalt Overlay | 2046 | 2-15 |
| 1007 | Phase 1 Asphalt Seal Coat | 2026 | 2-16 |
| 1002 | Phase 2 Asphalt Overlay | 2047 | 2-16 |
| 1008 | Phase 2 Asphalt Seal Coat | 2027 | 2-16 |
| 1004 | Phase 3 Asphalt Overlay | 2048 | 2-17 |
| 1010 | Phase 3 Asphalt Seal Coat | 2028 | 2-17 |
| 1005 | Phase 4 Asphalt Overlay | 2049 | 2-17 |
| 1011 | Phase 4 Asphalt Seal Coat | 2029 | 2-18 |
| 1006 | Phase 5 Asphalt Overlay | 2050 | 2-18 |
| 1012 | Phase 5 Asphalt Seal Coat | 2030 | 2-18 |


| | |
|---|---|
| Total Funded Assets | 12 |
| Total Unfunded Assets | 0 |
| Total Assets | 12 |

**Skyline Homeowners Associaiton, Inc.**
**AMG Annual Expenditure Chart**

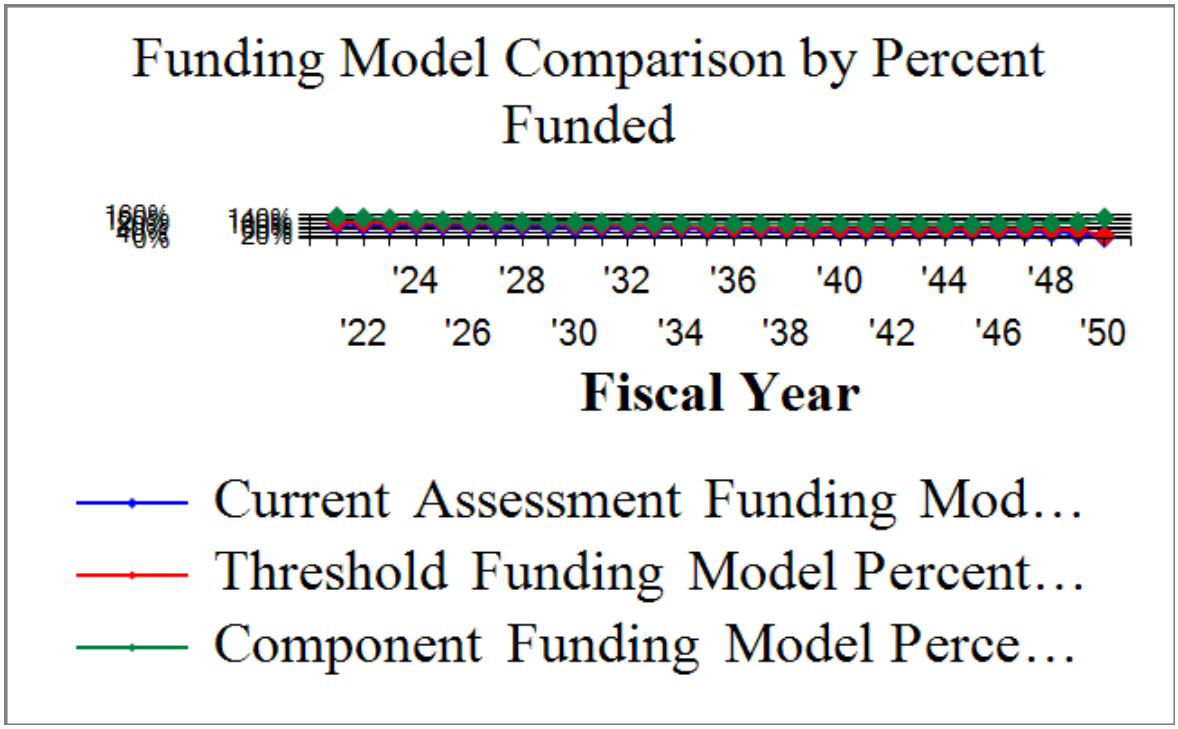


**Skyline Homeowners Associaiton, Inc.**
**AMG Funding Model Reserve Ending Balance Comparison Chart**



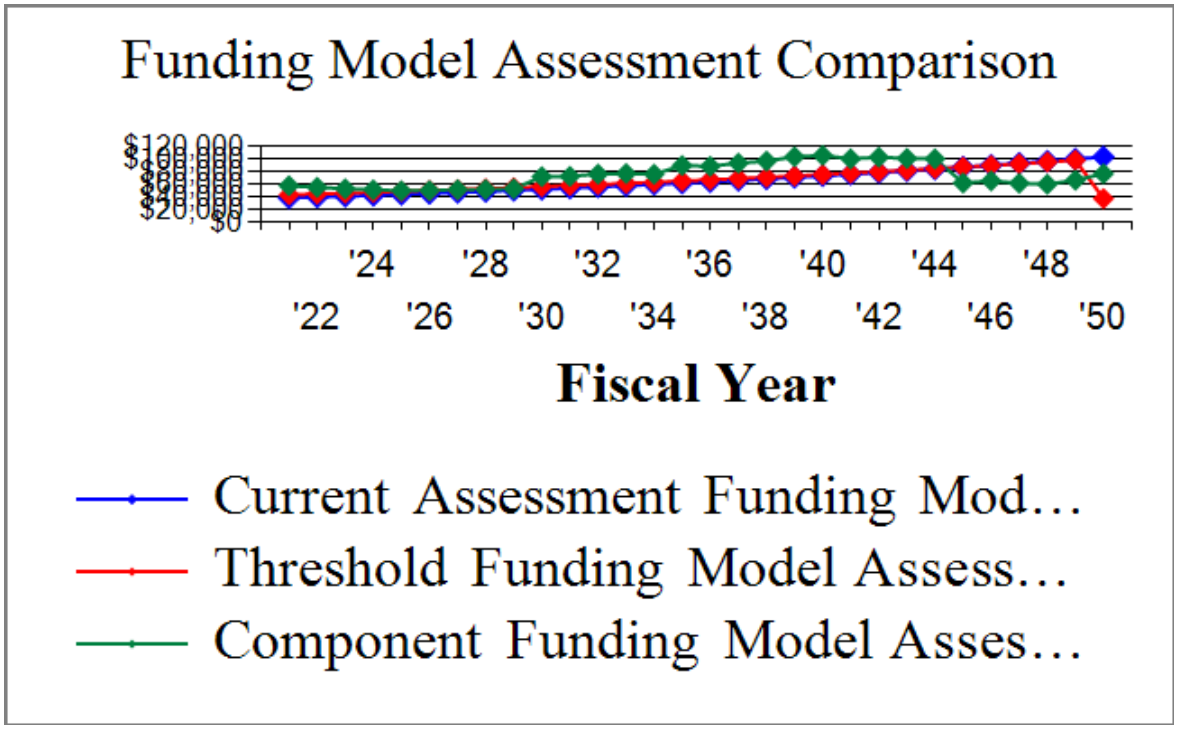

The chart above compares the projected reserve ending balances of the three funding models (Current Assessment Funding Model, Threshold Funding Model and Component Funding Model) over 30 years.

**Skyline Homeowners Associaiton, Inc.**
**AMG Funding Model Comparison by Percent Funded**




The chart above compares the three funding models (Current Assessment Funding Model, Threshold Funding Model and Component Funding Model) by the percentage fully funded over 30 years. This allows your association to view and then choose the funding model that might best fit your community's needs.

**Skyline Homeowners Associaiton, Inc.**
**AMG Funding Model Assessment Comparison Chart**




The chart above compares the annual assessment of the three funding models (Current Assessment Funding Model, Threshold Funding Model and Component Funding Model) over 30 years.

**Skyline Homeowners Associaiton, Inc.**
**AMG Spread Sheet**

| Description | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|---|---|---|---|---|---|---|---|---|---|
| Asphalt Pathways Overlay | | | | | | | | | | |
| Asphalt Pathways Seal Coat | | | | | | | 6,018 | | | |
| Phase 1 Asphalt Overlay | | | | | | | | | | |
| Phase 1 Asphalt Seal Coat | | | | | | 14,555 | | | | |
| Phase 2 Asphalt Overlay | | | | | | | | | | |
| Phase 2 Asphalt Seal Coat | | | | | | | 18,054 | | | |
| Phase 3 Asphalt Overlay | | | | | | | | | | |
| Phase 3 Asphalt Seal Coat | | | | | | | | 16,788 | | |
| Phase 4 Asphalt Overlay | | | | | | | | | | |
| Phase 4 Asphalt Seal Coat | | | | | | | | | 19,154 | |
| Phase 5 Asphalt Overlay | | | | | | | | | | |
| Phase 5 Asphalt Seal Coat | | | | | | | | | | 117,430 |
| **Year Total:** | | | | | | **14,555** | **24,072** | **16,788** | **19,154** | **117,430** |

**Skyline Homeowners Associaiton, Inc.**
**AMG Spread Sheet**

| Description | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 |
|---|---|---|---|---|---|---|---|---|---|---|
| Asphalt Pathways Overlay | | | | | | | | | | |
| Asphalt Pathways Seal Coat | | 6,977 | | | | | 8,088 | | | |
| Phase 1 Asphalt Overlay | | | | | | | | | | |
| Phase 1 Asphalt Seal Coat | 16,873 | | | | | 19,560 | | | | |
| Phase 2 Asphalt Overlay | | | | | | | | | | |
| Phase 2 Asphalt Seal Coat | | 20,930 | | | | | 24,263 | | | |
| Phase 3 Asphalt Overlay | | | | | | | | | | |
| Phase 3 Asphalt Seal Coat | | | 19,462 | | | | | 22,561 | | |
| Phase 4 Asphalt Overlay | | | | | | | | | | |
| Phase 4 Asphalt Seal Coat | | | | 22,204 | | | | | 25,741 | |
| Phase 5 Asphalt Overlay | | | | | | | | | | |
| Phase 5 Asphalt Seal Coat | | | | | 136,133 | | | | | 157,816 |
| **Year Total:** | **16,873** | **27,906** | **19,462** | **22,204** | **136,133** | **19,560** | **32,351** | **22,561** | **25,741** | **157,816** |

**Skyline Homeowners Associaiton, Inc.**
**AMG Spread Sheet**

| Description | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 |
|---|---|---|---|---|---|---|---|---|---|---|
| Asphalt Pathways Overlay | | | | | | | | | | |
| Asphalt Pathways Seal Coat | | 9,376 | | | | | 10,869 | | | |
| Phase 1 Asphalt Overlay | | | | | | 156,473 | | | | |
| Phase 1 Asphalt Seal Coat | 22,676 | | | | | | | | | |
| Phase 2 Asphalt Overlay | | | | | | | 194,093 | | | |
| Phase 2 Asphalt Seal Coat | | 28,128 | | | | | | | | |
| Phase 3 Asphalt Overlay | | | | | | | | 180,480 | | |
| Phase 3 Asphalt Seal Coat | | | 26,155 | | | | | | | |
| Phase 4 Asphalt Overlay | | | | | | | | | 205,913 | |
| Phase 4 Asphalt Seal Coat | | | | 29,841 | | | | | | |
| Phase 5 Asphalt Overlay | | | | | | | | | | 212,091 |
| Phase 5 Asphalt Seal Coat | | | | | 182,951 | | | | | |
| **Year Total:** | **22,676** | **37,504** | **26,155** | **29,841** | **182,951** | **156,473** | **204,962** | **180,480** | **205,913** | **212,091** |

# Skyline Ranch Home Owners Association

Rules and Regulations



CondoCerts™

**Skyline Ranch Homeowner Association, Inc**

**ELECTRONIC NOTICE RESOLUTION**

The following Resolution is adopted as of the 19th day of November 2021, by the Board of Directors of the Skyline Ranch Homeowners' Association, Inc. (the "Association").

Pursuant to Article V section 5.10 (a) of the current Bylaws for Skyline Ranch Homeowners' Association, Inc. (the Association) and ORS 94.652, the Board of Directors (the Board) has instituted the following resolution to establish a procedure for owner notification.

**WHEREAS,** the Board of Directors of the Association makes the following findings:

**WHEREAS,** the Declaration of Covenants, Conditions, and Restrictions ("CC&R's") for the Association and the Association Bylaws ("Bylaws") require that notice be sent to all association members.

**WHEREAS,** the Oregon Condominium Act section 94.652, allows the board of directors of the homeowner's association, in its discretion, to deliver any required notice per the declaration or bylaws electronically.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** in accordance with the CC&Rs, Bylaws and the Oregon Planned Community Act, the undersigned, constituting all the members of the Board of Directors of the Association, adopt the attached resolution.

**RESOLVED,** that the Electronic Notice Resolution is hereby adopted as the process for owner notification.

**RESOLVED FURTHER,** that the foregoing resolution shall be in effect as of November 18th, 2021.

This consent is executed pursuant to ORS 94.652 and Article V 5.10 (a) of the Bylaws,

**Skyline Ranch Homeowners Association, Inc.**

By: _____ 01/07/22
President

**Electronic Notice Resolution**

To reduce costs for the association, the Board has implemented the following procedures for owner notification. This policy is drafted pursuant to the Oregon Planned Community Act and complies with the CC&Rs and Bylaws of the Skyline Ranch Homeowners' Association. (the "Association").

I. **Definitions-** In addition to their natural, commonly accepted definitions, and to supplement definitions and usage as they may appear throughout the Association's Governing Documents, the Association adopts the following definitions:

a. "Electronic transmission" means an electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender or recipient. Electronic transmission includes, but is not limited to: electronic mail, facsimile transmission, or posting to an electronic network with separate notice and instructions to owners.

b. "Electronically transmitted" means the initiation of an electronic transmission.

c. "Execute", "executes", or "executed" includes, with respect to an electronic transmission, electronically transmitted along with sufficient information to determine the sender's identity.

d. "Record" means information inscribed on a tangible medium or contained in an electronic transmission.

e. "Tangible medium" means writing, copy of a writing facsimile, or a physical reproduction, on paper or on other tangible material.

II. **Electronic Transmissions** - in compliance with ORS and the Associations CC&Rs and the Bylaws the Association adopts the following guidelines for owner communication:

a. All notices that **<u>may</u>** be transmitted electronically:

i. Board of Directors Meetings, Owner Meetings, Annual Meetings, Special Meetings
ii. All notices of adopted rules, resolutions, regulations
iii. All notices of approved meeting minutes and accepted associations financials
iv. All adopted budget and notices of assessment increases
v. All assessment reminders

b. All notices that **<u>may not</u>** be electronically transmitted:
i. Failure to pay assessments. All 30-day, 60-day, and notice to attorney will be sent in compliance with the adopted collection policy.
ii. Foreclosure of an association lien under ORS 94.709.
iii. An action the association may take against an owner.

III. **Notice Procedure** - The following provisions apply to notice transmitted electronically:

a. Any notice, information or other written material required to be given to an owner under the Governing Documents for the Association may be given by electronic transmission.

b. Owners shall provide an address, location, or system to which these notices may be electronically transmitted.

c. Owners may decline to receive notice by electronic transmission.

d. Notice provided in an electronic transmission is effective when it: (a) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (b) has been posted on an electronic network and a separate record

of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

e. Assessment Reminders will be sent in compliance with the billing cycle adopted by the Board of Directors (monthly, quarterly, etc.). Payments not received by the 20th of the month will be subject to the collection policy and additional delinquency notices will be sent in compliance with the adopted Collections Policy.

f. Board Meetings- the Secretary of the Association shall deliver or cause to be delivered notice of each Board Meeting at least ten (10) days, but not more than thirty (30) days, prior to the date of the meeting. Notice of such meeting will be deemed adequate when the notice is electronically transmitted and/or posted on an electronic network. The presence of a Director at any meeting of the Board shall constitute waiver of notice.

g. Emergency meetings of the Board may be held without notice if the reason for the emergency is stated in the minutes of the meeting.

h. Member Meeting- the Secretary of the Association shall deliver or cause to be delivered notice in an electronic transmission, stating the place, day, and hour of the meeting and the items on the agenda, including without limitation, the general nature of any proposed amendments to the Declaration or the Bylaws, or any proposal to remove a Director. Notice shall be transmitted at least ten (10) days, but not more than fifty (50) days, before the date of the meeting.

i. Notices- All notices to the Association or the Board of Directors should be sent to management at the following address

Mail:
***Skyline Ranch Homeowners' Association, Inc.***
C/O Aperion Management Group
20310 Empire Ave Ste. A103
Bend, OR 97703

Electronic:
info@aperionmgmt.com

**SKYLINE RANCH HOME OWNERS ASSOCIATION**
**Resolution of the Board of Directors**

**ENFORCEMENT**

RECITALS

A. The "**Association**" is Skyline Ranch Home Owners Association, an Oregon nonprofit corporation. The Association is charged with the operation and management of the Skyline Ranch Home Owners Association, an Oregon planned community located in Deschutes County, Oregon.

B. The Association is governed by, and subject to, the following governing documents recorded in the records of Deschutes County, Oregon:

1. *The Declaration of Protective Covenants, Conditions and Restrictions For Skyline Ranch Subdivision,* recorded February 3, 2021 as Document No. 2021-07241, and any amendments thereto (the "**Declaration**").

2. The *Bylaws of Skyline Ranch Home Owners Association*, recorded as Exhibit B to the Declaration ("**Bylaws**").

C. The Association is also governed by the Oregon Planned Community Act, ORS 94.550 *et seq* (the "**Act**").

D. ORS 94.640 and Article V, Section 5.10 of the Bylaws vest the Board of Directors ("**Board**") with all of the powers and duties necessary for the administration of the affairs of the Association.

E. ORS 94.630(1)(a), Article IV, Section 4.3.6 of the Declaration, and Article V, Section 5.10 of the Bylaws empower the Association to adopt Rules and Regulations.

F. ORS 94.630(1)(n) provides that the Board of Directors may levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association after notice and an opportunity to be heard, if the fine is based on a Schedule of Fines adopted by a resolution of the Board.

G. ORS 94.709 provides that fees, late charges, fines, and interest imposed pursuant to ORS 94.620(1)(n) are enforceable as assessments.

H. For the benefit and protection of the Association, and of the individual Owners, the Board deems it necessary and desirable to establish a formal procedure for the handling of complaints and the enforcement of the Declaration, Bylaws, and Rules and Regulations to ensure that Owners receive notice and an opportunity to be heard in cases involving alleged violations of the Declaration, Bylaws, or Rules and Regulations.

I. The Board deems it necessary and desirable to adopt a *Schedule of Fines*, attached as *Exhibit A* to this Resolution, to be used by the Board in imposing sanctions for violations of the Declaration, Bylaws, or Rules and Regulations of the Association.

## RESOLUTION

**NOW, THEREFORE, IT IS RESOLVED** that:

**I.** All prior Enforcement Resolutions or Financial Penalties Resolutions, if any, are rescinded and are no longer of any force.

**II.** The procedure set forth below shall now be the process for handling complaints and enforcement of violations of the Declaration, Bylaws, and Rules and Regulations.

### ARTICLE 1
### OVERVIEW OF PROCESS

1.1 **Complaint**. An owner may file a written complaint with the Board of Directors regarding a violation of the Declaration, Bylaws, or Rules and Regulations by another owner, tenant, or guest. The Board of Directors may also initiate a complaint (Article 2).

1.2 **Investigation**. The Board of Directors has the discretion to investigate the complaint and decide if it is valid (Article 3).

1.3 **Violation and Notice**. If the Board of Directors finds there is a violation, the Board or its representatives must provide notice to the Alleged Offending Owner. The Board will first provide a First Notice to the Alleged Offending Owner. If the violation is not remedied or ceased within the time specified in the notice, then the Board will provide a second notice to the Alleged Offending Owner. This second notice must contain a description of what the violation is, the exact date the violation must be remedied by, the amount and frequency of the fine if compliance does not occur, and an opportunity for a hearing (Article 4).

1.4 **Hearing**. If requested, the Alleged Offending Owner may present testimony or evidence regarding the violation at the next Board meeting (Article 5).

1.5 **Fines**. The Board may impose fines pursuant to the *Schedule of Fines* if the violation is not remedied or ceased within the time specified in the notice, provided the owner has the opportunity for a hearing and the required notice has been provided.

## ARTICLE 2
## ORIGINATION / INITIATION OF COMPLAINT

2.1 **Board of Directors**. A complaint may be initiated by the Board of Directors based on information from a management agent, owner, or other information the Board deems reliable.

2.2 **Owners**. An Owner ("**Complaining Owner**") who desires the Board of Directors to take corrective action against another owner or tenant ("**Alleged Offending Owner**") must submit a complaint to the Board of Directors. The complaint must be in writing and must include:

(a) The name, if known, and address of the Alleged Offending Owner;

(b) A description of the offending behavior or activity, including the date(s) and approximate time(s); and

(c) Whether or not the Complaining Owner attempted contact with the Alleged Offending Owner regarding the alleged violation.

## ARTICLE 3
## INVESTIGATION OF COMPLAINT

3.1 **Investigation**. Upon receipt of a written complaint, the Board, or a person authorized by the Board, has the discretion to conduct an investigation to confirm the nature and existence of the allegations contained in the complaint.

3.2 **Determination of Violation**. If, after review of a complaint, the Board of Directors determines that there is a violation of the Declaration, Bylaws, Rules and Regulations, or other Governing Documents and the Board determines that it is in the best interest of the Association and Owners to address the violation with the Alleged Offending Owner, the Board shall proceed to give notice to the Alleged Offending Owner as described below.

## ARTICLE 4
## NOTICE PROCEDURE

4.1 **Notice of Violation**. The Board shall give the Alleged Offending Owner written notice of the violation.

(a) Notice of Violation and Right to a Hearing. The notice required under this section must:

(1) Describe the violation;

(2) Contain a statement that the Alleged Offending Owner has fourteen (14) days to request a hearing at the next scheduled Board Meeting (or at another, mutually agreed upon Board Meeting), and that any request for a hearing must be in writing;

(3) Contain a statement advising the Alleged Offending Owner that if no hearing is requested within fourteen days, and if the alleged violation is not remedied or ceased within those fourteen days, fines may be assessed, frequency of fine must be stated, beginning on the day following the specified compliance deadline, pursuant to the *Schedule of Fines* adopted by the Board of Directors as Exhibit A to this Resolution.

(b) Optional Notice Provisions. The notice may also provide or specify any or all of the following:

(i) Specific action the Board is requiring to remedy the violation;

(ii) The particular language or section from the Declaration, Bylaws, or Rules and Regulations which has been violated; and

(iii) Any other information as directed by the Board.

(c) Delivery of Notice. The notice may be hand-delivered to the lot. In the event no individual is at the lot to receive the hand-delivery, the notice shall be affixed to the door.

(d) Mailing of Notice. The notice may be mailed to the address on record with the Association. In the case of non-owner residents, the notice may be mailed to both the address on record with the Association for the Owner and to the lot address. The mailing shall be by first-class mail.

4.2 **Repeat Violations**. Owners who repeat any violation within a 12-month period of receiving a second notice are not entitled to an additional notice or hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined in the attached *Schedule of Fines*.

4.3 **Ongoing Violation.** Owners who do not correct a violation within the designated time frame for remediation will be treated in the same manner as an Owner who has a repeat violation and will not be entitled to an additional notice. For such ongoing violations, the Board will continue to fine as outlined in the attached *Schedule of Fines.*

4.4 **Informal Action**. Nothing in this article precludes the President, a designated Board member, or other person authorized by the Board from first attempting to resolve the matter either by an informal meeting, telephone call, or a warning letter to the Alleged Offending Owner.

## ARTICLE 5
## HEARING PROCEDURE

5.1 **Hearing Procedure**. In the event that an Owner requests a hearing, the Board shall utilize the following procedure for violation hearings to be held during a regular open Board meeting:

(a) Appearances at the Hearing. If the Alleged Offending Owner fails to appear within *fifteen (15) minutes* of the time set for the hearing, the Board may, at its sole discretion:

(1) Conduct the hearing without the presence of the Alleged Offending Owner;

(2) Allow the Alleged Offending Owner additional time that day to appear;

(3) Reset the hearing to another date and time; or

(4) Dismiss the complaint.

(b) Dismissal. In the case of dismissal, the Board shall notify the Alleged Offending Owner, in writing, that the complaint has been dismissed.

(c) Conduct of Hearing.

(1) Testimony from Parties. If the Complaining Owner chooses to appear and the Alleged Offending Owner appears, the Board shall proceed to hear from the Complaining Owner and then from the Alleged Offending Owner.

(2) Evidence and Witnesses. The Complaining Owner and the Alleged Offending Owner may present evidence and witnesses at the hearing. The Board may limit testimony and evidence as it determines is reasonable and necessary. An Owner's testimony shall not exceed 15 minutes.

(d) Board Determination. Following the testimony and any evidence presented by the parties, the Board has the discretion to re-evaluate its prior determination of violation under Sections 3.1 and 3.2 above. The Board also has the discretion to re-evaluate the fine, any required or appropriate resolution for the violation, and any other matter which may result in the resolution of the violation.

(1) The discussions must be in open session as directed by ORS 94.640.

(2) The Board shall either give its decision at the conclusion of the hearing or take the matter under advisement and give the decision a later date not to exceed ten (10) days after the hearing date.

## ARTICLE 6
## OTHER LEGAL ACTION

6.1 **Board Actions**. In addition to levying fines, action by the Board may include, but need not be limited to:

(a) Seeking injunctive or declaratory relief action against any Alleged Offending Owner and tenants, guest, or other occupants of the Alleged Offending Owner; and/or

(b) Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Governing Documents, Bylaws, Rules and Regulations, or applicable state or federal law.

6.2 **Additional Corrective Action by Board**.

(a) Right of Board to Take Additional Corrective Action. If the Alleged Offending Owner fails to correct the matter which is the ultimate cause of the violation, the Board may take additional corrective action without prior notice to the Offending Owner or opportunity for a hearing.

(b) Notice of Additional Action. The Board shall give an Alleged Offending Owner written notice of any additional action taken under Subsection (a) of this section.

## ARTICLE 7
## MISCELLANEOUS

7.1 **Renters and Other Non-Owner-Occupied Lots and Guests**. The Owner of any lot shall be responsible for the violations of any renter, tenant, guest, or family member who violates any portion of the Declaration, Bylaws, or Rules and Regulations.

7.2 **No Fines Pending Resolution of a Hearing**. Pending resolution of a requested hearing, no fines may be charged against the account of an Alleged Offending Owner.

7.3 **Mediation**. ORS 94.630(4)(a) provides for dispute resolution prior to any litigation being initiated between the Association and any member of the Association. For purposes of this Enforcement Resolution, the dispute resolution requirements of the Act do not apply to the actions of the Association in its enforcement responsibilities, as long as no litigation has been filed.

**BE IT FURTHER RESOLVED** that:

**III.** The *Schedule of Fines* attached as **Exhibit A** is adopted by the Board of Directors to determine the fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.

**IV.** A copy of this Resolution and any amendments thereto will be sent to each Owner at the address shown in the records of the Association.

DATE April 2nd, 2023.

ATTEST:

By: _____
President

# EXHIBIT A

## SCHEDULE OF FINES FOR SKYLINE RANCH SUBDIVISION

Rules & Remedies: Within each notice, the applicable CC&R is cited, and a remedy is suggested. Within the First Fine Notice the owner is offered the option of mediation and is given that same option with each subsequent notice. All notices are sent to Owners or their designated Manager on record.

1. Courtesy Notice. Inspection occurs, issue noted. First letter sent to homeowner with no fine, but a warning of a $50.00 fine to occur is referenced.

2. First Fine Notice. Inspection occurs, second occurrence of issue noted, $50.00 fine is assessed, and warning of $100.00 fine to occur is referenced.

3. Second Fine Notice. Inspection occurs, third occurrence of issue noted, $100.00 fine is assessed, and warning of $200.00 fine to occur is referenced.

4. Third Fine Notice. Inspection occurs, fourth occurrence of issue noted, $200.00 fine is assessed, and warning of $400.00 fine to occur is referenced.

5. Ongoing Fine Notice. Inspection occurs, fifth occurrence of issue noted, $400.00 fine is assessed, and owner informed that the $400 fine will be assessed monthly going forward if issue should persist. (Note: the amount of $400 comes from a daily fine of $20 assessed on a monthly basis instead of daily).

Inspections continue to occur and a monthly fine of $400 is assessed if issue continues. If inspections take place more frequently than twice per month, a note is made in file of the continuous violation, but no additional fines occur. If the violation occurs for more than 3-6 months, the issue goes before the board for further legal action.

6. Reset Policy. After a 180-day (6 months) period passes with no reoccurrence of the violation, the entire process will reset, and the violation will be closed. If a new violation should occur, it will begin from the first step. If a violation occurs within the 180-day period, it will reset to the stage that was last documented.

7. Repeat Violations. Fines will commence immediately upon notification of a repeat violation as defined by Section 7 of the Enforcement Policy.

8. Renter Change. Should the violation apply specifically to an offending tenant (i.e. trash cans, temporary structures, garbage on ground, vehicle non-compliance) the violation may be closed in order to allow the new tenant a fresh start. Owner must contact Management Company and notify them of the change in tenancy.

9. Fines & Costs. All costs incurred by the Association in connection with enforcing the Governing Documents against any Owner, shall be assessed against the applicable Owner’s lot.

10. Collections. Any fines levied against an Owner’s lot are subject to the Collections Policy.

**Skyline Ranch Home Owners Association**

**Resolution of the Board of Directors**

***COLLECTION OF UNPAID HOA ASSESSMENTS***

**RECITALS**

**A.** The Board of Directors of the Association is charged with the responsibility to establish, assess and collect homeowner assessments.

**B.** The Board deems it in the best interest of the Association and the owners to adopt a uniform and systematic procedure for the collection of unpaid assessments that assures that unpaid assessments are timely and efficiently collected to minimize the loss of assessment revenue.

**NOW, THEREFORE, IT IS RESOLVED that:**

**I.** The rules governing collection of delinquent assessments set forth below be adopted to provide for a uniform and systematic procedure for the collection of unpaid assessment.

**II.** A copy of this Resolution be sent to all owners at their address as shown in the records of the Association.

**III.** This Resolution supersedes any resolution regarding the collection of assessments currently in place.

**ARTICLE I**
**AUTHORITY, DUTIES AND OBLIGATIONS**
**UNDER GOVERNING DOCUMENTS & ACT**

**1.1 "Declaration"** is *Declaration of Protective Covenants, Conditions and Restrictions for Skyline Ranch Subdivision*, recorded on February 3, 2021, as Document No. 2021-07241, Records of Deschutes County, Oregon, including any amendments thereto.

**1.2 "Bylaws"** is *Bylaws of Skyline Ranch Home Owners Association*, recorded as Exhibit B to the Declaration, including any amendments thereto.

**1.3 "Act"** is the Oregon Planned Community Act, Oregon Revised Statutes 94.550 to 94.783.

**1.4 Specific Authority and Duties.**

(a) The Bylaws at Article V, Section V.10(a) and Article XI, and ORS 94.630(1)(a) allow the Association to adopt rules.

(b) Article 4, Section 4.3.9 of the Declaration and Article V, Section V.10(n) of the Bylaws authorize the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments.

(c) Article V, Section V.10(e) of the Bylaws and ORS 94.630(1)(n) authorize the Board to levy late charges for delinquent assessments.

(d) Article 12, Section 12.3 of the Declaration, Article V, Section V.10(e) of the Bylaws, and ORS 94.704(5)(b) authorize the Board to levy interest on delinquent assessments.

(e) Article 12, Section 12.2.2 of the Declaration and ORS 94.709(4) authorize the Board, on behalf of the Association, to bring suit to foreclose Association liens against units.

(f) Article 12, Section 12.2.3 of the Declaration and ORS 94.630(1)(e)(A) authorize the Board to bring an action to obtain a money judgment against an owner for damages and for unpaid assessments.

**1.5 Obligations.**

(a) Under Article 3, Section 3.13 of the Declaration, owners are obligated to pay assessments.

(b) Article 3, Section 3.11 of the Declaration specifies that assessments are currently due and payable on the first (1st) day of each fiscal year.

(c) Article 12, Section 12.2 of the Declaration specifies that an assessment is delinquent if not paid within thirty (30) days of its due date.

(d) Under Article 3, Section 3.13 of the Declaration and ORS 94.709(1), all assessments, together with interest, attorney fees and costs of collection are a continuing lien on the unit against which the assessments are imposed.

(e) Under Article 12, Section 12.3 of the Declaration and ORS 94.630(1)(n), owners are obligated to pay reasonable fees and costs, including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments, regardless of whether a suit or action is commenced.

## ARTICLE II
## INTEREST, LATE FEES AND OTHER COSTS

Pursuant to Section 1.4 above, the following apply to delinquent and unpaid assessments:

**2.1 Interest.** In accordance with Article 12, Section 12.3 of the Declaration, interest at a rate of eighteen percent (18%) per annum shall accrue on all delinquent assessments.

**2.2 Late Charge.** In accordance with Article 12, Section 12.3 of the Declaration, any assessment that is delinquent as set forth in Section 1.5(c) above will be charged a late fee in the amount of twenty-five dollars ($25.00) per delinquent assessment.

**2.3 Other Costs.** All costs of collection as set forth in Subsections (a), (b) and (c) of this section are imposed against the owner and are due when incurred in the amounts incurred,

regardless of whether suit or action is commenced. Collection costs include, without limitation, the following:

(a) Management Company Charges. Collection charges imposed by the management company, if included in the contract between the Association and the management company, including reasonable mailing costs, recording fees, time spent for account maintenance, and other similar expenses.

(b) Attorney Fees. Any attorney fees for work performed with respect to the assessment account such as file intake; preparing calculations; consultations and telephone calls with the Association, owners, court, witnesses and other individuals involved in the process; legal research; drafting and preparing legal documents; drafting and preparing letters; depositions; trial preparations; travel time; investigations; court appearances; analyzing the account to determine the appropriate action; and preparing and attending post judgment proceedings.

(c) Other Costs. All expenses such as recording fees, postage costs, copy costs, service costs, court costs, filing fees, paralegal fees, private investigator fees, garnishment fees and other similar expenses.

## ARTICLE III
## PROCEDURE

**3.1 Association Lien.** When an assessment is levied against a unit and owner, the Association or an agent of the Association may cause a lien to be recorded in the Records of Deschutes County, Oregon.

**3.2 Association Payment Demand Letter.** When an assessment is delinquent, the Association or its agent shall send the owner a written payment demand letter, see attached Exhibit A, ("Association Payment Demand Letter") that includes:

(a) A statement of the amount due under the assessment account.

(b) A demand for immediate payment.

(c) A notice that if the stated amount due is not paid by the turnover date, the assessment account may be turned over to an attorney for collection in accordance with the Collection Resolution.

(d) A statement that the owner is responsible for the payment of all costs for collection incurred, as specified in the Collection Resolution, and the costs constitute assessments against the owner and the unit.

**3.3 Turnover of Assessment Account to Attorney.**

(a) Subject to Subsection (b) of this section, when an assessment remains unpaid after the turnover date specified in the Association Payment Demand Letter given under Section 3.2 above, Association or its agent shall turn over the assessment account to an attorney for collections. Said attorney shall proceed as provided in this Resolution.

(b) After the assessment account is turned over to an attorney, all contact and communications with the owner regarding the assessment account must be with that attorney, unless the attorney gives written consent otherwise.

**3.4 Initial Notice; Recording of Lien**. When an assessment account is turned over to an attorney, the attorney shall:

(a) Initial Notice. Send a written notice for payment **(**"Initial Notice") to the owner. The Initial Notice must include a notice that all moneys due under the assessment account must be paid within thirty (30) days.

(b) Association Lien. If an Association lien has not been recorded in the Records of Deschutes County, Oregon, prepare an Association lien against the unit and cause the lien to be recorded in the Records of Deschutes County, Oregon.

**3.5 Final Payment Demand.** If the total amount due is not paid by the date stated in the Initial Notice under Section 3.4 above, or arrangement for payment made in accordance with Section 3.8 below, the attorney shall send a final demand letter ("Final Payment Demand") that demands payment of all moneys due under the assessment account within ten (10) days.

**3.6 Legal Action.** If the assessment, including all costs specified in Section 2.3 above, are not paid by the date specified in the Final Payment Demand given under Section 3.5 above, or arrangement for payment made in accordance with Section 3.8 below, attorney, on behalf of the Association, shall initiate a lawsuit for a personal money judgment against the owner or foreclose the Association lien against the unit.

**3.7 Execution/Enforcement of Judgment.** After a judgment is obtained, the attorney may begin collection of the judgment by any one or combination of the following:

(a) Garnishing the owner's bank account.

(b) Garnishing the owner's wages.

(c) Executing a writ against the owner's real or personal property.

(d) Any additional methods authorized by law.

**3.8 Payment Plans.** A payment plan proposed after the assessment account is turned over to the attorney must be approved by the Board of Directors of the Association.

**3.9 Payments.** After the assessment account has been turned over to the attorney, all payments must be made to the attorney.

**3.10 Owner Responsibility; Other Remedies.**

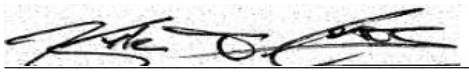
(a) Owner Responsibility for Payment of Assessments. Regardless of any procedure prescribed under this Resolution, it is the responsibility of the owner to ensure that assessments are paid when due.

(b) Owner Responsibility to Update Address. It is the sole responsibility of the owner to notify the Association in writing of any change of owner mailing address.

(c) Other Association Remedies. Nothing in this Resolution prevents the Association from taking any other actions against an owner, including termination of utilities and preventing the owner from access to recreational or service facilities, if provided under the Declaration, Bylaws, Rules and Regulations, or the Act.

**CERTIFICATION OF ADOPTION**

The undersigned, Secretary of the Association, hereby certifies that the foregoing resolution is a true record of a resolution adopted by the Board of Directors at a meeting of the Board of Directors held in accordance with the Bylaws of the Association on this 22nd day of April, 2023.



Secretary
*Skyline Ranch Home Owners Association*,
an Oregon nonprofit corporation

**EXHIBIT A**
**ASSOCIATION**
**PAYMENT DEMAND LETTER**

April 6, 2023

John Doe
111 S.W. 11th Avenue
Portland, OR 97208

RE: NOTICE OF UNPAID ASSESSMENTS
**DEMAND FOR PAYMENT**

Dear Mr. Doe:

The records of Skyline Ranch Home Owners Association show that your assessment account is now past due. Our records reflect the following:

| | |
|---|---|
| Principal Assessments Due: | $_____ |
| Accrued Late Charges: | $_____ |
| Accrued Interest: | $_____ |
| Total Due: | $_____ |

**Demand is hereby made for immediate payment in full of the above Total Due. If payment in full is not made within thirty (30) days of the date of this letter, your assessment account will be turned over to Vial Fotheringham LLP for collection in accordance with the Skyline Ranch Home Owners Association Collection Resolution. A lien will be recorded against your property in the Records of Deschutes County, Oregon.**

All charges, including attorney fees, associated with collection of your assessment account are imposed against you and your unit as provided in the Collection Resolution.

**NOTICES**

**I. BEFORE THE END OF THE 30-DAY PERIOD:**

If you would like to set up a payment plan, arrangements must be made with the contact below before the 30 days expires.

**II. LENDER FORECLOSURE:**

If a first trust deed or mortgage on your unit is being foreclosed, DO NOT EXPECT that delinquent assessments (including cost and fees) will be paid from the proceeds of the foreclosure sale. Assessments (including costs and fees) that are not paid from the proceeds of the foreclosure sale remain the personal responsibility of the owner. The Association will proceed to collect all moneys owed to the Association by seeking a personal judgment against the owner.

Your prompt payment of the balance due is appreciated.

Sincerely,

Jane Smith
President, Board of Directors
(Phone number) (Email) (Physical Address)

REVIEWED

LEGAL COUNSEL

Recorded in Deschutes County
Steve Dennison, County Clerk
Commissioners' Journal

**CJ2024-113**
05/03/2024 9:45:04 AM

2024-113

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Skyline Ranch annexation into Rural Fire Protection District #2

ORDER NO. 2024-015

WHEREAS, Skyline Ranch Development Inc. ("Petitioner") submitted a petition requesting annexation of the property identified in Exhibit A in the petition attached to this Order, into Deschutes County Rural Fire Protection District #2 ("District"); and

WHEREAS, the Deschutes County Clerk's Office and Assessor's Office verified that the petition was signed by a registered voter or a landowner, respectively, for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department reviewed the petition regarding the land use compatibility statement in Exhibit C in the petition attached to this Order; and

WHEREAS, Oregon Department of Revenue reviewed the petition and granted preliminary approval, as indicated in Exhibit D in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on May 1, 2024, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDAINS as follows:

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

Section 4. The purpose of this District is to provide fire services.

Dated this 1st day of May, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

EXHIBIT A

**PETITION TO ANNEX PROPERTY TO DESCHUTES COUNTY RURAL FIRE PROTECTION DISTRICT #2**

To: The Board of County Commissioners Deschutes County, Oregon

The undersigned, in support of this petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.705 to 198.955

2. This annexation Petition affects only Deschutes County and Deschutes County Rural Fire Protection District #2 (DCRFPD #2)

3. The principal act for DCRFPD #2 is ORS 478.0-01, et seq.

4. The territory that is subject to this petition for annexation is primarily inhabited. The attached petitions in support of this annexation are signed by land owners and registered voters in the area proposed to be annexed as indicated opposite their respective signatures, and that all signatures were obtained on or after the 14th day of February, 2024.

5. It is requested that the proceedings be taken for the annexation of said territory to Deschutes County Rural Fire Protection District #2, Deschutes County, Oregon. A description of the boundaries of the territory to be annexed is attached hereto and marked Exhibit "A".

6. That said petition has been signed by 15 percent of the electors, or 100 electors whichever number is lesser, or 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.

Dated this 14th day of February, 2024.

NAME: Skyline Ranch Development, Inc.
ADDRESS: P.O. Box 5143
Bend, OR 97708
PHONE: 541-410-8168

Approved by the Board of directors of Deschutes County Rural Fire Protection District #2 this _____ day of _____, 2024.

Approved by City of Bend

By: _____

Board of Directors DCRFPD #2

By: _____

EXHIBIT A

**DESCHUTES COUNTY RURAL FIRE PROTECTION DISTRICT #2**

| PRINT NAME | DATE SIGNED | PROPERTY ADDRESS/RESIDENCE ADDRESS (If Different) | LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY |
|---|---|---|---|
| Skyline Ranch Development, Inc.<br><br>**Signature**: Robin Coats | Date<br>2/14-24 | 62984 LEVINS LN, BEND, OR 97703<br>PROPERTY ADDRESS<br><br>RESIDENCE ADDRESS (If Different) | Landowner<br>Yes X<br>No<br>Acreage: 131.49<br>Registered Voter<br>Yes X<br>No |
| Dustin Whitaker<br><br>**Signature**<br><br>Jennifer Treber<br><br>**Signature** | 2/15/24<br>Date<br><br>2/15/24<br>Date | 62819 OSTROM DR, BEND, OR 97703<br>PROPERTY ADDRESS<br><br>RESIDENCE ADDRESS (If Different) | Landowner<br>Yes X<br>No<br>Acreage: 3.03<br>Registered Voter<br>Yes X<br>No |
| Pahl Living Trust dated July 15, 1997<br><br>**Signature:** William G. Pahl, Trustee of the Pahl Living Trust dated July 15, 1997 | 2/19/24<br>Date | 62826 IMBLER DR, BEND, OR 97703<br>PROPERTY ADDRESS<br><br>RESIDENCE ADDRESS (If Different) | Landowner<br>Yes X<br>No<br>Acreage: 2.52<br>Registered Voter<br>Yes X<br>No |

County of Deschutes )
) ss.
State of Oregon )

SUBSCRIBED AND SWORN to before me this 19th day of February, 2024.
I, Claire Holman, certify that I circulated this petition, and every person who signed this petition did so in my presence.

Notary Public for Oregon

OFFICIAL STAMP
CLAIRE BOURNE HOLMAN
NOTARY PUBLIC-OREGON
COMMISSION NO 1030009
MY COMMISSION EXPIRES OCTOBER 16, 2026

EXHIBIT A

**DESCHUTES COUNTY RURAL FIRE PROTECTION DISTRICT #2**

| | | | |
|---|---|---|---|
| Khuri Revocable Trust U/T/A dated March 4, 2021<br><br>**Signature:** Mark Khuri, Co-Trustee of the Khuri Revocable Trust U/T/A dated March 4, 2021 | 2/19/24<br>Date | 62846 IMBLER DR, BEND, OR 97703<br>PROPERTY ADDRESS | Landowner<br>Yes X<br>No<br>Acreage: 2.50<br>Registered Voter<br>Yes X<br>No |
| **Signature:** Christina Cruz Khuri, Co-Trustee of the Khuri Revocable Trust U/T/A dated March 4, 2021 | Date<br>2/19/24 | RESIDENCE ADDRESS (If Different) | |
| The Allen H. Schacter and R. Durelle Schacter 1998 Trust dated 12/14/1998<br><br>**Signature:** Allan H. Schacter, Trustee of The Allen H. Schacter and R. Durelle Schacter 1998 Trust dated 12/14/1998 | 2/19/24<br>Date | 62917 LEVINS LN, BEND, OR 97703<br>PROPERTY ADDRESS | Landowner<br>Yes X<br>No<br>Acreage: 2.63<br>Registered Voter<br>Yes X<br>No |
| **Signature:** R. Durelle Schacter, Trustee of The Allen H. Schacter and R. Durelle Schacter 1998 Trust dated 12/14/1998 | Date<br>2/19/24 | RESIDENCE ADDRESS (If Different) | |

County of Deschutes )
) ss.
State of Oregon )

SUBSCRIBED AND SWORN to before me this 19th day of February, 2024.
I, Claire Holman, certify that I circulated this petition, and every person who signed this petition did so in my presence.

OFFICIAL STAMP
CLAIRE BOURNE HOLMAN
NOTARY PUBLIC-OREGON
COMMISSION NO 1030009
MY COMMISSION EXPIRES OCTOBER 16, 2026

Notary Public for Oregon

# EXHIBIT A

**Exhibit A**
**Skyline Ranch**
**Deschutes County Rural Fire Protection District #2**
**Annexation**

All those lands within the Southeast Quarter of Section 23, and the West half of Section 24, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

PARCEL 1: Skyline Ranch Phase I as per Plat recorded February 3, 2021, as Instrument No. 2021-07240, Official Records, Deschutes County, Oregon;

PARCEL 2: Skyline Ranch Phase II as per Plat recorded March 24, 2022 as Instrument No. 2022-12291, Official Records, Deschutes County, Oregon;

PARCEL 3: Skyline Ranch Phase III as per Plat recorded February 27,2024 as Instrument No. 2024-04533, Official Records, Deschutes County, Oregon;

PARCEL 4: All that portion of the Southwest Quarter of the Southwest Quarter of said Section 24, Township 17 South, Range 11 East lying east of said Skyline Ranch Phase III, and Skyline Ranch Phase I.

PARCEL 5: All that portion of the Northwest Quarter of the Southwest Quarter of said Section 24, Township 17 South, Range 11 East lying east of Skyline Ranch Phase III.

PARCEL 6: The following described portion of the South half of the Northwest Quarter of said Section 24, Township 17 South, Range 11 East;
Commencing at the West One-Quarter (1/4) corner of said Section 24;
Thence North 47°06'15" East 157.56 feet along the boundary of said Skyline Ranch Phase III to the point of Beginning of PARCEL 6;
Thence North 47°06'15" East 1002.19 feet;
Thence South 57°36'20" East 581.92 feet to the East line of the land described in Bargain and Sale Deed recorded April 17, 2017 as Document No. 2017-14430, Deschutes County Official Records;
Thence South 12°35'15" West 88.49 feet along said East line, to the East line of the Southwest Quarter of the Northwest Quarter of said Section 24;
Thence South 00°08'38" West 391.14 feet along said East line of the Southwest Quarter of the Northwest Quarter of said Section 24 to the South line of said Southwest Quarter;
Thence South 89°59'34" West 1079.89 feet along said South line to the boundary of said Skyline Ranch Phase III;
Thence along said boundary of Skyline Ranch Phase III the following two courses;
North 59°20'24" West 66.64 feet;
Thence North 42°53'45"West 100.00 feet to the point of Beginning of PARCEL 6.

**All of the above PARCELS 1 through 6 being further described as follows:**

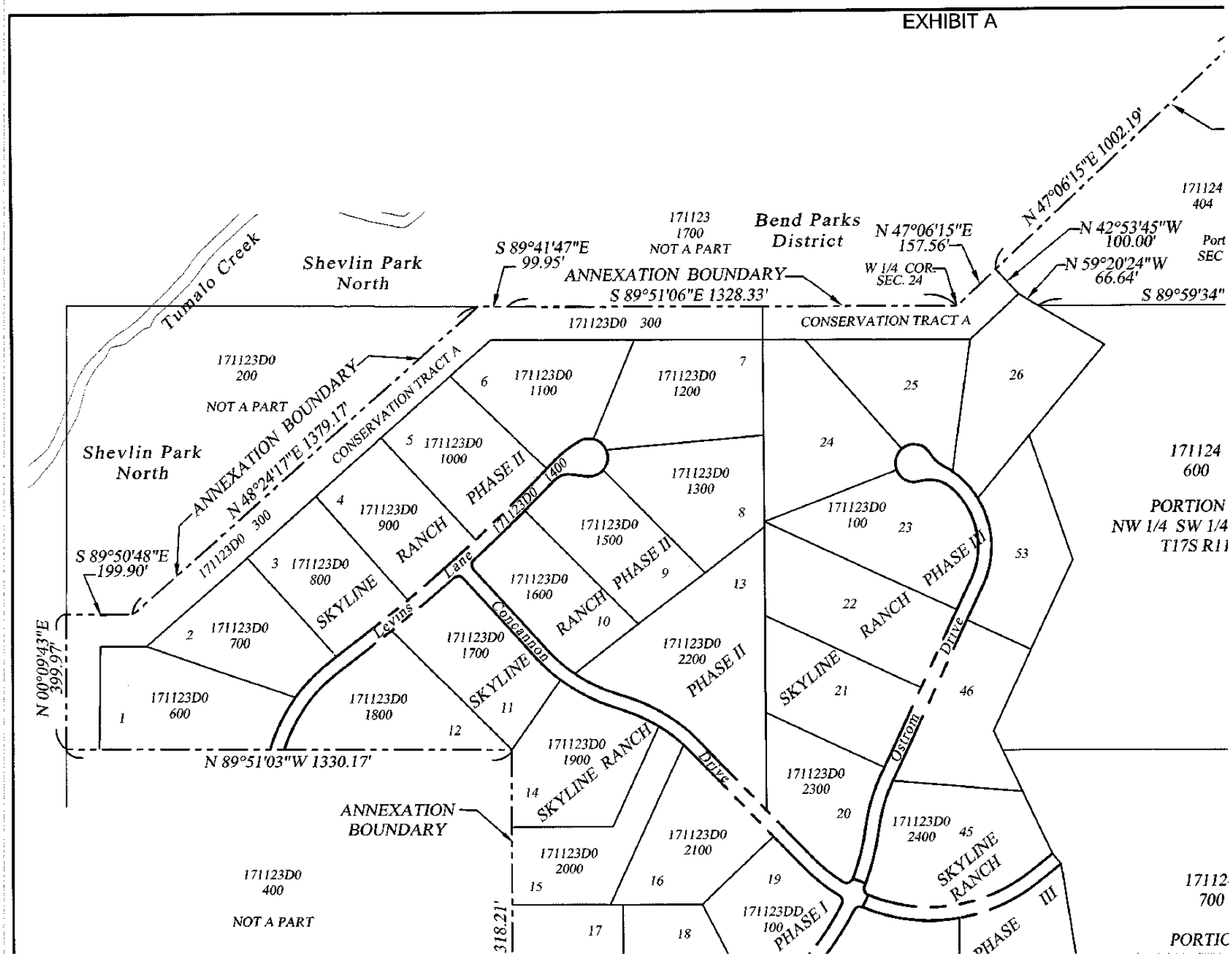
**Beginning** at the Southwest corner of said Skyline Ranch Phase I;
Thence along the boundaries of said Skyline Ranch Phases I, II, and III, the following eight courses;
North 00°06'22" East 1318.21 feet;
Thence North 89°51'03" West 1330.17 feet;

# EXHIBIT A

Thence North 00°09'43" East 399.97 feet;
Thence South 89°50'48" East 199.90 feet;
Thence North 48°24'17" East 1379.17 feet;
Thence South 89°41'47"East 99.95 feet;
Thence South 89°51'06" East 1328.33 feet;
Thence North 47°06'15" East 157.56 feet;
Thence leaving said boundaries of Skyline Ranch Phases I,II, and III, and along the boundary of land described in Statutory Bargain and Sale Deed, recorded July 1, 2020, as Instrument No. 2020-33149, Deschutes County Official Records the following four courses;
North 47°06'15" East 1002.19 feet;
Thence South 57°36'20" East 581.92 feet;
Thence South 12°35'15" West 88.49 feet;
Thence South 00°08'38" West 391.14 feet along said East line of the Southwest Quarter of the Northwest Quarter of said Section 24 to the South line of said Southwest Quarter;
Thence South 00°05'26" West 2637.85 feet along the East line of the West half of the Southwest Quarter of said Section 24 to the South line of said Southwest Quarter;
Thence North 89°55'30"West 1317.22 feet along said South line of said Southwest Quarter to the Southeast corner of said Skyline Ranch Phase I;
Thence North 89°51'34"West 1332.33 feet along the boundary of said Skyline Ranch Phase I to the Point of Beginning.



EXHIBIT A


Tumalo Creek
Shevlin Park North
Shevlin Park North
171123 1700 NOT A PART
Bend Parks District
S 89°41'47"E 99.95'
ANNEXATION BOUNDARY
S 89°51'06"E 1328.33'
N 47°06'15"E 157.56'
W 1/4 COR. SEC. 24
N 47°06'15"E 1002.19'
N 42°53'45"W 100.00'
N 59°20'24"W 66.64'
S 89°59'34"
171124 404
Port SEC
171123D0 300
CONSERVATION TRACT A
171123D0 200 NOT A PART
ANNEXATION BOUNDARY
N 48°24'17"E 1379.17'
CONSERVATION TRACT A
171123D0 300
S 89°50'48"E 199.90'
N 00°09'43"E 399.97'
171123D0 600
171123D0 700
171123D0 800
171123D0 900
171123D0 1000
171123D0 1100
171123D0 1200
171123D0 1300
171123D0 1400
171123D0 1500
171123D0 1600
171123D0 1700
171123D0 1800
171123D0 1900
171123D0 2000
171123D0 2100
171123D0 2200
171123D0 2300
171123D0 2400
171123DD 100
171123D0 400 NOT A PART
PHASE II
RANCH
SKYLINE
Levins Lane
Concannon Drive
PHASE II
RANCH
SKYLINE
SKYLINE RANCH
PHASE II
PHASE III
RANCH
SKYLINE
Ostrom Drive
SKYLINE RANCH
PHASE I
PHASE III
N 89°51'03"W 1330.17'
318.21'
ANNEXATION BOUNDARY
171124 600
PORTION NW 1/4 SW 1/4 T17S R11
17112 700
PORTIC

# EXHIBIT A

| Tax Map & Lot | Owner | Assessed Value | Real Market Value | Acreage | Development | Distance from Fire Station |
|---|---|---|---|---|---|---|
| 171123D000100 | Skyline Ranch Development Inc | $1,113,740 | $3,043,000 | 17.00 | Vacant | 3 miles |
| 171123D000300 | Skyline Ranch Development Inc | $1,830 | $5,000 | 6.26 | Vacant | 3 miles |
| 171123D000600 | Estately Ventures LLC | $408,000 | $1,200,000 | 3.12 | Vacant | 3 miles |
| 171123D000700 | Alan H& R Durelle Schacter 1998 Trust | $606,340 | $1,783,340 | 2.63 | Yes | 3 miles |
| 171123D000800 | Mark A Hutchinson Revocable Trust et al | $442,000 | $1,300,000 | 2.57 | Yes | 3 miles |
| 171123D000900 | Kristen M. Giacomini Trust | $374,000 | $1,100,000 | 2.52 | Vacant | 3 miles |
| 171123D001000 | Redden, Hilary & Andrew | $289,000 | $850,000 | 2.68 | Vacant | 3 miles |
| 171123D001100 | Cavanagh, Stephen & Janice | $340,000 | $1,000,000 | 2.94 | Vacant | 3 miles |
| 171123D001200 | Beekman Trust | $340,000 | $1,000,000 | 3.16 | Vacant | 3 miles |
| 171123D001300 | Skyline Ranch Development Inc | $282,200 | $830,000 | 2.88 | Vacant | 3 miles |
| 171123D001500 | Bjerk, Christian David & Haley Berman | $275,400 | $810,000 | 2.72 | Vacant | 3 miles |
| 171123D001600 | Kebetz, Zachariah & Nieves, Nicole | $280,500 | $825,000 | 2.57 | Vacant | 3 miles |
| 171123D001700 | Vandenbos Revocable Trust | $297,500 | $875,000 | 2.88 | Vacant | 3 miles |
| 171123D001800 | John P & Courtney A Hurwitz 2014 Family | $306,000 | $900,000 | 2.85 | Yes | 3 miles |
| 171123D001900 | Ripley, John Justin II & McDonald, Wendy | $212,500 | $625,000 | 3.09 | Vacant | 3 miles |
| 171123D002000 | McClain, Regina Sky & Ranes, Evan | $238,000 | $700,000 | 2.50 | Yes | 3 miles |
| 171123D002100 | Youngs, Stacy & Nathan | $204,000 | $600,000 | 2.81 | Yes | 3 miles |
| 171123D002200 | Skyline Ranch Development Inc | $299,200 | $880,000 | 5.00 | Vacant | 3 miles |
| 171123D002300 | Skyline Ranch Development Inc | $293,780 | $864,050 | 2.50 | Yes | 3 miles |
| 171123D002400 | Skyline Ranch Development Inc | $183,000 | $500,000 | 3.20 | Vacant? | 3 miles |
| 171123DD00100 | Devlin, Daniel & Karen | $204,940 | $567,000 | 2.52 | Vacant | 3 miles |
| 171123DD00200 | Jeffrey W Wiggin Revocable Living Trust | $253,740 | $702,000 | 2.74 | Vacant | 3 miles |
| 171123DD00300 | Whitaker, Dustin & Treber, Jennifer | $618,900 | $1,775,340 | 3.03 | Yes | 3 miles |
| 171123DD00500 | Wilson, Jeremiah & Renee | $210,790 | $583,200 | 2.55 | Vacant | 3 miles |
| 171123DD00600 | Schumacher, Robert & Sunny | $557,180 | $1,601,980 | 2.59 | Yes | 3 miles |
| 171123DD00700 | Khuri Revocable Trut | $198,690 | $549,720 | 2.50 | Yes | 3 miles |
| 171123DD00800 | Koback, Christopher & Elizabeth | $234,220 | $648,000 | 3.12 | Yes | 3 miles |
| 171123DD00900 | Pahl Living Trust | $325,530 | $910,760 | 2.52 | Yes | 3 miles |
| 171123DD01000 | James T Imper 2007 Revocable Trust | $361,240 | $1,016,210 | 3.07 | Yes | 3 miles |
| 1711240000404 | Skyline Ranch Development Inc | $1,347 | $561,660 | 14.65 | Vacant | 3 miles |
| 1711240000600 | Skyline Ranch Development Inc | $368,160 | $1,374,930 | 40.00 | Yes | 3 miles |
| 1711240000700 | Skyline Ranch Development Inc | $19,560 | $776,000 | 40.00 | Yes | 3 miles |

EXHIBIT A



# EXHIBIT A

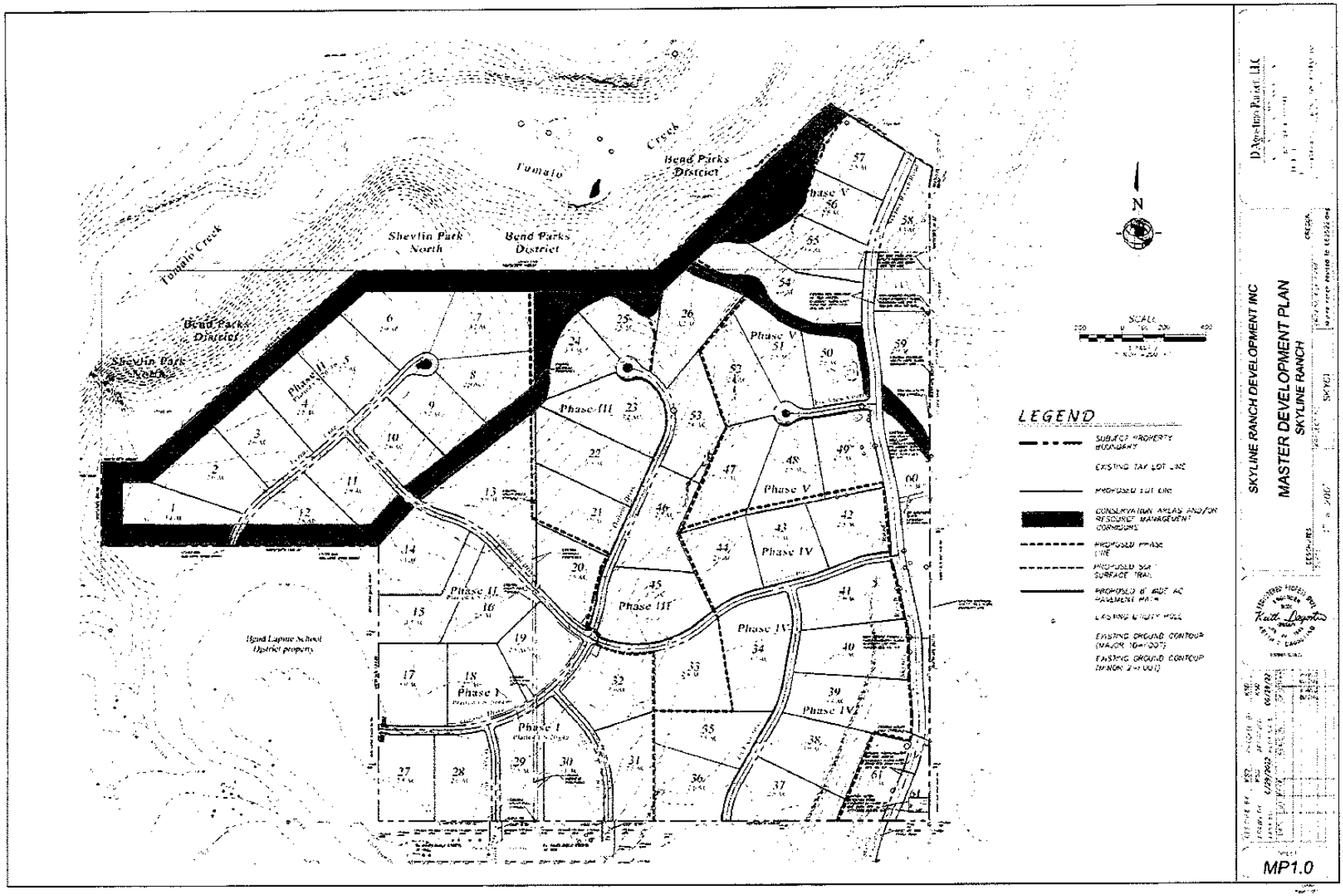

Tumalo Creek
Shevlin Park North
Bend Parks District
Bend Parks District
Shevlin Park North
Bend Parks District
Bend Lapine School District property
Phase I
Phase II
Phase III
Phase IV
Phase V
N
SCALE
LEGEND
SUBJECT PROPERTY BOUNDARY
EXISTING TAX LOT LINE
PROPOSED LOT LINE
CONSERVATION AREAS AND/OR RESOURCE MANAGEMENT CORRIDORS
PROPOSED PHASE LINE
PROPOSED SOFT SURFACE TRAIL
PROPOSED 6' WIDE AC PAVEMENT PATH
EXISTING UTILITY POLE
EXISTING GROUND CONTOUR (MAJOR 10FT CONTOUR)
EXISTING GROUND CONTOUR (MINOR 2FT CONTOUR)
SKYLINE RANCH DEVELOPMENT INC
MASTER DEVELOPMENT PLAN
SKYLINE RANCH
MP1.0

EXHIBIT B

County Clerk

# Petition for Annexation to Deschutes County Rural Fire Protection District #2 (Multiple Addresses)

## *Clerk's Certification*

I, Steve Dennison, Deschutes County Clerk, do hereby certify that of the eight (8) signatures submitted on the petition, there are five (5) registered voters. Details of each address are listed below.

- 62984 Levins Ln, Bend, OR 97703: Petition signer is not registered to vote at this address.
- 62819 Ostrom Dr, Bend, OR 97703: Both petition signers are registered to vote at this address.
- 62826 Imbler Dr, Bend, OR 97703: Petition signer is registered to vote at this address.
- 62846 Imbler Dr, Bend, OR 97703: Petition signers are not registered to vote at this address.
- 62917 Levins Ln, Bend, OR 97703: Both petition signers are registered to vote at this address.

**Dated this 9th day of April, 2024.**

Steve Dennison
Deschutes County Clerk

1300 NW Wall Street Suite 202 | PO Box 6005 Bend, Oregon 97708-6005
(541) 388-6547 • elections@deschutes.org | (541) 388-6549 • recording@deschutes.org
www.deschutes.org/clerk

EXHIBIT B

DESCHUTES COUNTY

County Clerk

# Petition for Annexation to Deschutes County Rural Fire Protection District #2 (Multiple Taxlots)

## *Clerk's Certification*

I, Steve Dennison, Deschutes County Clerk, do hereby certify that five (5) of the signatures on the attached petition sheets are registered voters within the proposed area to be annexed. There are a total of eight (8) registered voters within the proposed area to be annexed and the taxlots listed below.

| Map and Taxlot | Map and Taxlot | Map and Taxlot | Map and Taxlot |
|---|---|---|---|
| 171123D000300 | 171123D002000 | 171123D000700 | 171123DD00600 |
| 171123D001600 | 171123D002100 | 171123D000800 | 171123DD00500 |
| 171123D001700 | 171123D002300 | 171123D000900 | 171123DD00300 |
| 171123D002400 | 171123DD00900 | 171123D001000 | 171123DD00200 |
| 171123DD00100 | 171123DD00800 | 171123D001500 | 171123DD00700 |
| 1711240000404 | 171123DD01000 | 171123D001100 | 171123D000100 |
| 171123D001900 | 171123D001800 | 171123D001300 | 1711240000700 |
| 171123D002200 | 171123D000600 | 171123D001200 | 1711240000600 |

**Dated this 12th day of April, 2024.**

Steve Dennison
Deschutes County Clerk

1300 NW Wall Street Suite 202 | PO Box 6005 Bend, Oregon 97708-6005
(541) 388-6547 • elections@deschutescounty.gov | (541) 388-6549 • recording@deschutescounty.gov
www.deschutescounty.gov/clerk

EXHIBIT B


# DESCHUTES COUNTY ASSESSOR'S OFFICE
# CARTOGRAPHY DEPARTMENT

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703
**Office**: (541) 388-6508 | **Fax**: (541) 382-1692
**Website**: https://www.deschutes.org/assessor
**Property Info**: https://dial.deschutes.org/


April 3, 2024

Steve Dennison

Deschutes County Clerk

Re: **DC Rural Fire Protection Distrct #2** (Skyline Ranch Dev Inc ET AL)

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*


**Gregg Rossi | Chief Cartographer**
**Deschutes County Assessor's Office, Cartography Dept.**
**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**
**Tel: (541) 617-4703 | Fax: (541) 382-1692**

EXHIBIT C

DESCHUTES COUNTY

COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** April 1, 2024

**SUBJECT:** Land Use Compatibility, Skyline Ranch - Deschutes County Rural Fire Protection District #2 Annexation

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The materials contained in the petition propose to annex lands to the Deschutes County Rural Fire Protection District #2

This annexation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address this annexation[1].

[1] Policy 3.6.1 "encourages the formation of special service districts to serve rural needs rather than have the County serve those needs." Policy 3.8.1 recognizes the importance to "cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities."

EXHIBIT D

# Boundary Change Preliminary Review

**DOR 9-P123-2024**

OREGON DEPARTMENT OF REVENUE

Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@dor.oregon.gov

Deschutes County Legal Counsel
Attn: David Doyle
1300 NW Wall Street, Suite 200
Bend OR 97701

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March 21, 2024

Documents received: 2/29/2024, 3/13/2024
From: Pauline Word

This letter is to inform you that the Description and Map for your planned Annexation to the Deschutes RFPD No 2 (Skyline Petition) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Exhibit A
Parcel 6 line 5
Th N47°06'15"E 1002.19, is a typo should be 1102.19
Please fix in the final

Preliminary Review

If you have any questions please contact Robert Ayers, 503-983-3032

BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** May 1, 2024

**SUBJECT:** Public Hearing and Order Considering Skyline Ranch annexation to Rural Fire Protection District #2

**RECOMMENDED MOTION:**
Following the public hearing, move approval of Order No. 2024-015.

**BACKGROUND AND POLICY IMPLICATIONS:**
Skyline Ranch Development, Inc. filed a petition to annex property into Deschutes County Rural Fire Protection District #2. The District approved the petition. The Assessor's Office and County Clerk certified the petition and verified that the number of landowners and voters signing the petition meets the threshold requirements in ORS 198 for dispensing any challenge for an election. Community Development also reviewed the petition for land use compatibility.

**BUDGET IMPACTS:**
None

**ATTENDANCE:**
Dave Doyle, Legal

**DISCLOSURE STATEMENTS**
**PURSUANT TO**
**ORS 92.090 (4)(c) & (5)(C)**

I, Skyline Ranch Development, Inc, do hereby state that no sewage disposal facility will be provided to the purchaser of any lot or parcel depicted in Skyline Ranch, Phase III subdivision.

R Coats

Subdivider / Signature
Skyline Ranch Development, Inc.

ENDORSEMENT BY COUNTY

Receipt of the foregoing document is hereby noted and the same is hereby endorsed in accordance with the provisions of ORS 92. 090 (4)(c) and (5)(c) as amended, a copy of which is to be sent to the Oregon Real Estate Commissioner.

Dated: Feb 22, 2024

City or County of Deschutes

Approved:

Anthony Raguine, Principal Planner

File Nos. 247-20-000004-MP, 23-829-FPA

TAMARACK
— WILDFIRE CONSULTING —

# Vegetation Treatment Plan

## Skyline Ranch Owners Association
## Conservation Areas and Resource Management Corridors

**March 2025**

This plan addresses conservation and resource management corridors owned and managed by the Skyline Ranch Development Inc. (SRD) within the footprint of Skyline Ranch. Skyline Ranch is located in unincorporated Deschutes County and abuts the west side of the city of Bend.

Skyline Ranch has a Wildlife Habitat and Forest Health Management Plan (WHFHMP) in place. It includes a comprehensive vegetation management plan to reduce the threat of wildfire spread while maintaining quality wildlife habitat.

The purpose of this vegetation treatment plan is to outline detailed treatment specifications to be used by vendors to develop proposals/bids to complete the treatments.

This treatment is cyclic in nature. It will likely need to be completed every 5-7 years.

**Description of Local Ecosystem and Wildland Fire Characteristics**

Skyline Ranch sits in a high desert ecosystem dominated by a ponderosa pine overstory supported by sandy soils and only 12" of precipitation per year. Before settlement, ponderosa pine was widespread with ample spacing between clusters of trees, shrubs were less numerous, and there were more grasses and wildflowers. On average, a wildfire would burn through the area every 11-15 years. Due to the ponderosa pine's fire-resistant characteristics (thick, segmented bark that flakes off when burned, few lower limbs), fires would stay on the ground and burn with low to moderate intensity through grasses and dead pine needles.

After settlement, decades of logging, grazing, and aggressive fire suppression drastically changed the composition of major plants and trees in the area. Ponderosa pine is still the predominant tree in the Skyline Ranch area, but existing trees are much younger on average and have been exposed to little or no fire. The lack of fire has allowed various native shrubs to proliferate.

Lack of wildfire has also allowed western juniper to move into forested areas from their historic range in the drier soils to the east. Western juniper is very flammable and is adept at out-competing neighboring trees and plants for water which limits the ability for grasses and other forbs to grow near them.

The most common shrubs found in the Skyline Ranch area are bitterbrush and manzanita which are both native but quite flammable. Sagebrush and snowbrush can also be found, which are flammable. Wax currant and rabbitbrush were also observed in the area - they are both native but less flammable.

TAMARACK
— WILDFIRE CONSULTING —

## TREATMENT SPECIFICATIONS

### Trees

Native trees within Skyline Ranch are ponderosa pine, western juniper, and quaking aspen. Junipers present the highest fire hazard followed by smaller ponderosas that serve as ladder fuels. Aspens are a low fire hazard when managed properly. The treatment objective here is to prevent fire from traveling up to and through the crowns of the trees.

- Remove juniper trees that are less than 12 inch DBH (Diameter Breast Height). Consider removing other larger junipers if there are more than 3-5 present per acre.
- Thin conifer trees to provide for a 12-15 foot spacing between crowns of individual or small groups (2-10) of trees.
- Remove conifer trees that serve as ladder fuels.
- Retain smaller ponderosas where possible.
- Prune conifer trees to a minimum of 6 feet above ground level or no more than 20% of the live crown of the tree on smaller trees.
- Prune and/or remove shrubs and trees such that a space of at least 3 times the height of the shrub exists between the shrubs and the branches of the trees.

*Tamarack Wildfire will apply these standards to mark all trees recommended for removal with blue flagging.*

### Brush

Native shrubs in Skyline Ranch consist of manzanita, bitterbrush, sagebrush, snowbrush, wax currant, and rabbitbrush. Manzanita, bitterbrush, sagebrush, and snowbrush are all highly flammable shrubs, while wax currant and rabbitbrush are somewhat fire-resistant. The treatment objective for brush is to reduce fire intensity and reduce fire spread rates while maintaining wildlife habitat. In general, removal of older, decadent shrubs and retention of younger shrubs will meet this objective.

- Remove shrubs under the driplines of trees.
- Prune and/or remove shrubs and trees such that a space of at least 3 times the height of the shrub exists between the shrubs and the branches of the trees.
- Rocky areas/steep slopes: brush should be hand-thinned such that the retained small patches (not to exceed 15 feet in diameter) are separated by at least 3 times the height of the brush patch. Target removal of shrubs over 3 feet tall while retaining shrubs shorter than 3 feet tall. Remove thinned brush from the site.
- Large flat areas - mow in patches or patterns to reduce overall brush by 50-70%. Alternate treatments every 3-7 years. *Example*: In a given area, mowing occurs in 2025. In 2030, brush that was not mowed in ‘25 is mowed.

### Dead Material

It is important to retain downed logs and standing dead trees for wildlife habitat where practical. A target of two each per acre is identified in the Wildlife Habitat and Forest Health Management Plan.

- Retained down logs:
  - 10 inches or greater in diameter.
  - Not within the dripline of any trees.
  - At least 20 feet away from other logs or dead trees.
- Standing dead trees that are located where they do not pose a significant fire risk.
- Material greater than 4 inches in diameter and 4 feet in length will be removed, or chipped and spread to a depth of no more than 3 inches.
- Material less than 4 inches in diameter will be scattered.

*Tamarack Wildfire Consulting will flag trees that need to be removed and be available to discuss treatment methods and objectives with contractors. Treated areas should be re-evaluated every 3 years by a fire professional to outline any additional treatments and the schedule of on-going treatments*.

**~~~**

***About Tamarack Wildfire Consulting, LLC***

*Tamarack Wildfire Consulting specializes in wildfire mitigation work in Central Oregon and throughout the West. Our team has decades of combined wildland fire experience and takes a whole systems approach to fire and land management. We work with both public and private sector clients to create resilient communities in fire-dependent ecosystems.*

## AGREEMENT

This Agreement is entered into this 19 day of June, 2018, by and between Eric and Robin Coats, Kyle Coats, ERMK, LLC and CCCC, LLC, with both being Oregon limited liability companies ("Coats") and Central Oregon LandWatch, an Oregon non-profit corporation ("LandWatch"). The Agreement sets forth the obligations of both Coats and LandWatch and their directors, officers, successors and assigns (collectively, the "Parties") with respect to the proposed Westside Transect Zone (defined below) and the specific covenants and conditions that will govern future development of the Coats Property for the existing permitted uses under Section 19.22.020 of the the Westside Transect Zone.

## RECITALS

A. Coats is the owner of the approximately 378 acres of real property shown on the Exhibit A map attached hereto (the "Coats Property"). Coats is in negotiations with the Bend-LaPine School District to obtain the 32 acre parcel shown on the map adjacent to the "Coats Property". This 32 acre parcel will also be made subject to this Agreement, if acquired by Coats.

B. The Coats Property lies in close proximity to Shevlin Park, the Deschutes River and Tumalo Creek on the west side of the City of Bend. Beginning in 1976, the Coats Property was designated and zoned as "Urban Area Reserve" to provide lands for the future expansion of the City of Bend. The property has not yet been annexed into the City of Bend and Coats has elected to pursue the re-zoning and development of its property within Deschutes County as part of the "Westside Transect Zone."

C. The Parties believe that development of the Coats Property under the Westside Transect Zone is preferable to its planned urbanization, provided that future residential development is governed by the terms and conditions outlined herein.

D. Coats and LandWatch have agreed to cooperate in seeking approval from Deschutes County to re-zone and develop the Coats Property under the terms and conditions set forth herein.

## AGREEMENT

In consideration of the mutual promises contained herein, and other good and valuable consideration, the Parties hereby mutually agree as follows:

**1. Recitals.**

The Recitals set forth above are hereby incorporated as material terms and conditions of this Agreement.

**2. The Westside Transect Zone.**

The "Westside Transect Zone" ("WTZ") is a proposed Deschutes County zoning designation that would authorize the development of residential lots on the Coats Property with a minimum lot area of 2.5 acres. The transect zone is intended to provide for a transition area between urban development within the City of Bend (to the east) and Shevlin Park, Tumalo Creek and forest zoned lands within Deschutes County (to the west). In order to adopt and implement the Westside Transect Zone, Coats will submit certain land use and development applications to Deschutes County, including, but not limited to, a zone map amendment, a zone text amendment, associated amendments to the Deschutes County Comprehensive Plan, subdivision application(s) and any such other applications as may be required by Deschutes County and/or the City of Bend to create lots or parcels (collectively the "Development Applications"). Notwithstanding anything to the contrary suggested herein, the provisions of this Agreement are subject to approval of the Development Applications described in this Agreement on the subject property.

**3. Purpose of Restrictions/LandWatch Support of Development Proposal.**

The purpose of this document is to establish a binding Agreement between the parties to govern the re-zoning and residential development of the Coats Property as part of the Westside Transect Zone. LandWatch shall fully and unconditionally support (with no adverse comments, protests or appeals) the re-zoning and subdivision applications of the Coats Property as part of the Westside Transect Zone, provided such re-zoning and residential development is consistent with the terms, conditions and obligations set forth in this Agreement. The land use and development restrictions contained in this Agreement shall bind any future lot or parcel that is created within the Westside Transect Zone on the Coats Property. The maximum number of lots that will be created within the Westside Transect Zone on the Coats Property is 100. The only residential development which may occur within the Westside Transect Zone is single-family residences, with no short-term rentals.

**4. Wildlife Management Plan – Development Conditions.**

The Coats Property abuts existing urban development to the south and east, the Deschutes River and Tumalo Creek to the north and Shevlin Park to the west. The property is located within biological mule deer and elk winter range, as identified by the Oregon Department of Fish and Wildlife ("ODFW"). The property is not included within the Deschutes County Wildlife Area Combining Zone ("WA Zone").

A "North Property: Revised Wildlife Habitat and Forest Health Management Plan" ("Management Plan") has been prepared by Mason, Bruce & Girard, Inc. and Singletree Enterprises, LLC. The Management Plan specifies land management measures that are intended to conserve wildlife habitat and areas utilized for the movement and migration of area wildlife and to provide for compatibility between wildlife resources and the pattern and intensity of residential development permissible in the Westside Transect Zone.

Future residential development within the Westside Transect Zone on the Coats Property shall be subject to the standards and restrictions contained in the Management Plan attached hereto as Exhibit B.

**5. Monitoring and Funding.**

As a condition of residential development approval and contemporaneously with the recordation of any subdivision plat within the Westside Transect Zone on the Coats Property, Applicant/Developer shall subject the platted property to a Declaration of Covenants, Conditions and Restrictions ("CC&Rs") recorded in the Deschutes County Official Records containing the restrictions and obligations set forth in the Management Plan. As part of the CC&Rs, Applicant/Developer shall form an association, organized as a non-profit corporation under the laws of Oregon, to govern the development and management of individual residential lots, the conservation area and resource management corridors shown on Exhibit A, as well as any Open Space areas, common areas, roadways and infrastructure within the boundaries of the Westside Transect Zone (the "Owner's Association"). Upon its formation, the Owner's Association shall be responsible for the ongoing management, implementation and enforcement of the conditions of development approval described herein, which shall be incorporated into the CC&Rs. Corporate bylaws for the association (the "Bylaws") shall be recorded in the Deschutes County property records, charging the Owner's Association with responsibility to manage, implement and enforce the terms and conditions of the CC&Rs. The Bylaws shall provide that each lot or property developed within the boundaries of the Westside Transect Zone shall be assessed on an annual basis for such sums as are required to insure compliance the terms and conditions specified in the CC&Rs.

**6. Amendment of the Covenants.**

While CC&Rs may be amended by a variety of processes, such amendment will not be allowed if contrary to the provisions of the Management Plan.

**7. Enforcement.**

The breach of this Agreement ("breach" meaning any act or failure to act in keeping with the terms contained herein) could cause irreparable harm to the parties. The parties may seek equitable relief (through a temporary restraining order and permanent injunction) by any court of competent jurisdiction to prevent breach or further breach of this Agreement, in addition to specific performance of the terms and conditions set forth herein, without the necessity of proving actual damages or the inadequacy of otherwise available remedies at law. All rights and remedies described above are cumulative and in addition to any other remedy available at law or in equity. Partial exercise of or forbearance in exercising any right or remedy shall not be construed to be a waiver of the right to seek enforcement.

**8. Miscellaneous.**

8.1 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

8.2 Severability. If any provision contained in this Agreement is found by a Court of competent jurisdiction to be invalid, the remaining portions of the Agreement shall remain in full force and effect.

Eric W. Coats

Eric Coats

R J Coats

Robin Coats

Kyle Coats

ERMK, LLC, an Oregon limited liability company

By: Eric W. Coats
Name: Eric W. Coats
Title: Mgr./Mem.

CCCC, LLC, an Oregon limited liability company

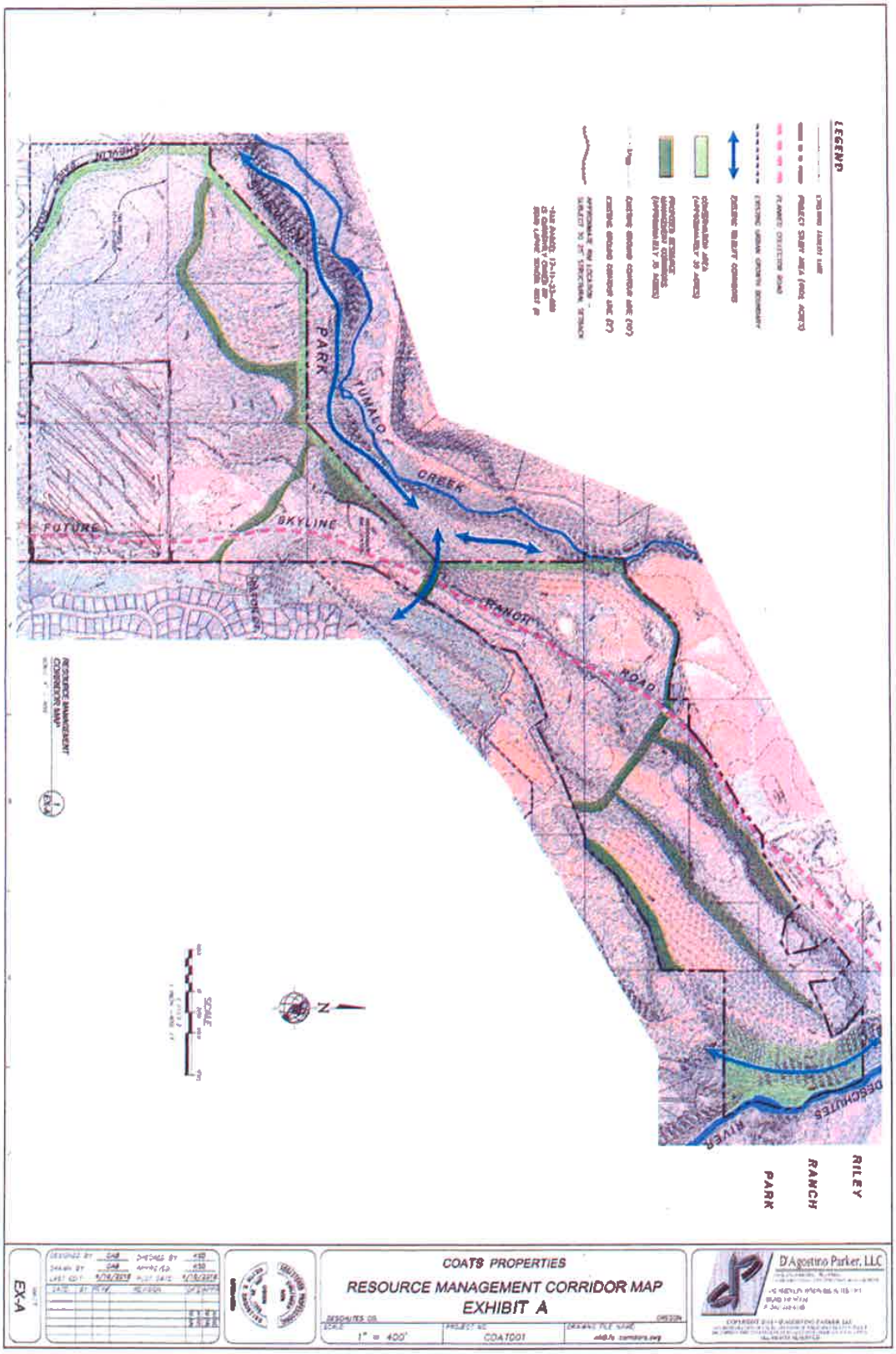
By: R J Coats
Name: Robin L. Coats
Title: Mgr/Mem

CENTRAL OREGON LANDWATCH, an Oregon non-profit corporation

By: Paul Dewey
Name: PAUL DEWEY
Title: EXECUTIVE DIRECTOR

**List of Exhibits**

Exhibit A – Resource Management Corridor Map
Exhibit B –Management Plan


LEGEND
PROJECT STUDY AREA (1000± ACRES)
PLANNED COLLECTOR ROAD
EXISTING URBAN GROWTH BOUNDARY
EXISTING TRUCK COMMERCIAL
CONSERVATION AREA (APPROXIMATELY 30 ACRES)
PROPOSED RESOURCE MANAGEMENT CORRIDORS (APPROXIMATELY 50 ACRES)
EXISTING GRAND CANYON DRIVE (50')
EXISTING GRAND CANYON DRIVE (57')
APPROXIMATE RIM LOCATION - SUBJECT TO 10' TOPOGRAPHIC SETBACK
TAX LOT 1500 (2S-12-33-1500) - A COMPANY OWNED BY RILEY RANCH PARK
SHEVLIN
PARK
YUMANO
CREEK
SKYLINE
FUTURE
POWELL BUTTE
FRYREAR
ROAD
DESCHUTES
RIVER
RILEY
RANCH
PARK
RESOURCE MANAGEMENT CORRIDOR MAP
EX-4
SCALE
N
EX-A
COATS PROPERTIES
RESOURCE MANAGEMENT CORRIDOR MAP
EXHIBIT A
DESCHUTES CO.
OREGON
SCALE
1" = 400'
PROJECT NO.
COAT001
DRAWING FILE NAME
eldp/s corridors.dwg
D'Agostino Parker, LLC

## North Property:

## Revised Wildlife Habitat and Forest Health Management Plan

The "North Property" includes approximately 378-acres owned by Eric and Robin Coats, Kyle Coats, ERMK, LLC and CCCC, LLC (collectively "Coats") as shown on the Exhibit A map. The North Property will also include approximately 32 acres owned by the Bend La Pine School District ("School District"), if acquired by Coats.

Balancing the protection of wildlife with a wildland fire management plan within the Westside Transect Zone is key to ensuring the protection of wildlife habitat within a known wildfire hazard area. The Revised Wildlife Habitat and Forest Health Management Plan ("Management Plan") includes a comprehensive vegetation management plan to reduce the threat of wildfire spread while maintaining quality habitat. In addition, wildlife habitat conservation measures have been included from the County's Wildlife Area Combining Zone ("WA") code (Deschutes County Code Title 18, Chapter 88) even though the North Property is outside of the WA zone.

Much of the success of the Management Plan is due to the low-density residential pattern of the Westside Transect Zone that gradually decreases from the Urban Growth Boundary ("UGB") outward to Shevlin Park. Development of the North Property under the Westside Transect Zone is preferable to urbanization because the lower density and special design can substantially reduce the risk of wildland fire and increases the likelihood of the continued viability of the area's deer and elk herds.

Residential development plans within the North Property (including the School District property if it is developed for residential use) will be single-family residential lots with dedicated conservation areas and resource management corridors and funded and enforceable provisions for the management of wildlife habitat and wildfire prevention and mitigation plans.

The integrated management plan below has several sections that address various vegetation management techniques, structural and building design as well as materials selection, and operational issues and standards, such as evacuation routes and communication plans for residents. In addition, the plan includes several wildlife habitat conservation and management measures.

Compliance with the Management Plan will be required upon approval of any residential development plan through provisions in the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") that provide authority for and require the Home Owners Association ("HOA") to assess fines or fees to bring property owners into compliance with the rules. Compliance will also be achieved through County conditions of approval and a conservation easement.

## Integrated plan

### I. Vegetation Management Standards for Structural Defensible Space

Individual residential lots located within the Westside Transect Zone on the North Property shall be developed and regularly maintained in compliance with the National Fire Protection

Association ("NFPA") 1144 "*Standard for Reducing Structure Ignition Hazards from Wildland Fire 2013 edition*" in addition to the Zone 1, 2 and 3 standards set forth below.

The three zones will surround each dwelling, extending outward in concentric rings. This "zone concept" around the buildings implements a "defense in depth" approach with progressively more modest treatment standards as the distance from structures increases.

**Zone 1: 30 Feet Adjacent to Structures**

Use non-flammable landscaping materials within first 5 feet of structures. All vegetation and combustibles are removed from under decks and within 5 feet of the home or auxiliary structures. Outside of 5 feet, low-growing, resin-free fire resistive plants are carefully spaced and maintained, and are kept free of dead material that do not allow flame lengths greater than 3 feet. Areas of lawn must be well irrigated and regularly mowed. Mature trees are pruned to a height of 6 to 10 feet from the ground with no brush inside of the tree dripline. Juvenile trees are not pruned more than 20% of stem length. Trees may not touch the home. No firewood storage is permitted outside of an enclosed structure. This zone includes driveway/road surfaces.

**Zone 2: 30 to 100 Feet from Structures**

Plants are low-growing and well irrigated. Tree canopies are spaced at 15-20 feet, or 30 feet between small groups of small trees. Zone 2 treatments will extend to the lot boundary (beyond the 100-foot zone) when the lot is adjacent to down-hill slopes greater than 20%. Small individual brush species will be irrigated, maintained free of dead material and outside the dripline of trees.

**Zone 3: 100 to 200 Feet from Structures**

Trees will be thinned and pruned, woody debris removed and brush fields mowed or removed. Density of taller trees will be reduced and maintained so that canopies do not touch. Taller, more mature trees however, typically present less of a fire risk as long as brush is not present within the tree drip-line and lower limbs are pruned.

Over time, tree canopies will grow together gradually. A long-term strategy is required to address this issue. Provisions should be made within CC&Rs for removal of some large trees as needed if this standard is to be maintained.

Zone 2 and 3 treatment areas may overlap each other between home sites. For lots with greater than 20% slopes, Zone 2 treatments will extend beyond 100 feet to the lot boundary.

Outside of Zone 3 on private lots, natural vegetation shall be maintained and shall be managed to Zone 3 standards.

## II. Vegetation Management Standards for Wildlife

The vegetation management standards for wildlife apply to all conservation areas and resource management corridors (see attached Exhibit A map), and on residential lots beyond fire protection zones associated with structures.

- Downed logs: Downed logs will be left as a source of visual screening if they will not act as ladder fuel. Where possible, retain an average of two downed logs per acre, consistent with the goals of adjacent Shevlin Park.

- Standing snags (dead trees) provide food and nest site locations for wildlife, especially cavity nesting birds. Leave snags in place where practical. The density target for snags will be two of each per acre, consistent with the goals of adjacent Shevlin Park.

- Brush: Leave patches of brush for wildlife, with particular prescriptions for bitterbrush described below. Most brush under the drip line of trees must be removed often enough to maintain a distance of at least three times the height of the ground fuel and the tree crown, but in open areas, older and taller brush patches can be maintained and remain consistent with the fire protection guidelines.

    - Patches of brush will specifically be left within the wildlife corridor along the boundary with Shevlin Park, and opportunistically within other open spaces and building lots when also in compliance with the vegetation management standards for structural defensible space described above.

    - Brush patches will be maintained in a mosaic pattern following a multi-year cycle of brushing so that brush patches will vary in age and height.

- Slope-specific brush treatments: Treatments to slopes below home sites will be implemented in a manner consistent with maintaining pockets of habitat for animals to continue utilizing as cover. Hand-pruning treatments will be used to maintain brush patches as wildlife habitat while also providing breaks in the linear continuity of brush patches oriented along steep slopes and rock outcrops; a fire reduction practice.

- Rimrock and Outcrops: Bases of rimrock outcrops and rimrock and rock outcrops serve as a keystone wildlife habitat niche. Leave brush associated with those areas. See the attached map identifying some of these areas. A 30-foot setback from all rimrock is required for any structures.

## III. Maintenance of Forest Health and Landscape Resiliency

Ongoing vegetation management is the key to maintenance of a healthy forest and overall resilience to the effects of fire. Young pine seedlings will become established through natural regeneration. A coordinated, long term plan will be needed to help plan for and evaluate options for vegetation regrowth and sprouting. Depending on location and condition of older forest vegetation, young seedlings may be used to provide additional wildlife screening or other aesthetic

issues. Alternatively, depending on spacing, intermingled vegetation and continuity, young pine reproduction can quickly compromise desired conditions within the defensible space zones.

Antelope bitterbrush and other brush species generally require an ongoing action plan to enhance winter range value for deer and to maintain compliance with established defensible space standards.

Bitterbrush, for example, is often classified by its growth (seral) stage. Typically the majority of the plants within an area will fall into one of three categories. The most common treatment is mowing or other mechanical means. A treatment priority model is shown below.

**Antelope Bitterbrush Site Condition Classification**

**Priority 1: Decadent, over mature stands with a high component of dead wood. ("Late Seral")**

Bitterbrush in this class is mature to the point of decadence, with long, non-leaf bearing stems. On good sites it is up to five feet tall. It is composed of relatively large woody stems and branches with the leaf bearing branches isolated at the ends of bare stems. Current year's growth is short, 1" or less, infrequent and is not readily apparent. When the bitterbrush plants in this class reach 70% or more of the plants in an area, consideration should be given to renewal at the first opportunity by mowing or other means. Bitterbrush in this class are of relatively less deer winter range value.

Mowing at a height no less than 6" will allow a percentage of the plants to re-spout and reset the seral stage. A higher mowing level will be needed in times of drought. Mowing will not occur in the spring during bird nesting.

**Priority 2: Mixed-age stands or stands dominated by young mature plants. ("Mid-seral")**

Bitterbrush in this class is mature, but the majority of the plant is still leaf-bearing. On good sites these plants are two feet to three feet tall. Most of the main stems, though relatively large, have leaf-bearing branches to within one foot of the ground. Most leaf-bearing branches show at least some current year's growth. Plants in this category are important for deer winter range in part because they typically extend above winter snow levels and are available as browse.

**Priority 3: Young, developing stands. ("Early seral")**

This is young, thrifty bitterbrush. These plants are up to two feet in height and the stems have leaf-bearing branches from the ground to the top of the plant. Current year's growth is up to six inches and is present over most of the plant.

## IV. Structural Design and Materials Selection

While defensible space is a critical component to a fire-adapted community, building design and material choices can have a major multiplier effect. Any home constructed within the Westside Transect Zone on the North Property shall be constructed in accordance with: 1) *Firewise Structural Design and Construction standards*; 2) NFPA 1141 "*Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural and Suburban Areas 2012 edition*" (except for any requirement to install sprinkler systems in individual residences and except for fire/emergency access standards for driveways, which shall be in accordance with the provisions of the WTZ in the Deschutes County Code); and 3) NFPA 1144 "*Standard for Reducing Structure Ignition Hazards from Wildland Fire 2013 edition.*"

Additionally, the community subject to the HOA will conduct an annual spring clean-up event with emphasis on roof and gutter cleaning.

## V. Operational Issues and Standards

Except as otherwise set forth herein, subdivision and development plans for residential development within the Westside Transect Zone shall comply with the Operational Standards (access requirements, evacuation routes and communication plans) referenced in NFPA, such as:

> Evacuation Routes – Multiple egress/access routes for the development area will be planned. Avoid long cul-de-sac situations and plan for loop layout of neighborhood streets. Opportunities for emergency access gates to adjoining developments or streets will be identified and built into the transportation plan. Access/egress routes will be planned to avoid traffic bottlenecks such as narrow gates or other factors that would constrict traffic flow. Plan for dual, simultaneous use for evacuation and emergency responder access.
>
> Communication and Information Plan for Residents – Clear, concise Emergency Action Plan instructions will be present in each residence and shall include, usable tools such as a "grab and go" checklist and evacuation route map for residents and visitors.

## VI. Wildlife Habitat Measures

*Residential Lot Siting Standards*

Siting standards for the placement of residential lots next to the conservation area along the property boundary with Shevlin Park shall maintain a north-east to south-west orientation. A wildlife biologist will assist in laying out lots next to the conservation area.

*Fencing Standards*

No fencing may be erected or maintained within the conservation area, except that a rough-hewn, split rail, wooden fence not exceeding 48 inches above ground level shall be built on the boundary between conservation area and private lots. New fences constructed on the individual residential lots will be designed to permit wildlife passage. Fence design should follow the standards and

guidelines below unless an alternative fence design that provides equivalent wildlife passage is approved by the County after consultation with Oregon Department of Fish and Wildlife.

1. The distance between the ground and the bottom strand or board of the fence will be at least 15 inches.

2. The height of the fence will not exceed 48 inches above ground level.

3. Smooth wire and wooden fences that allow passage of wildlife are preferred. Woven wire fences are discouraged.

Contemporaneously with residential development, Applicant/Developer will remove the barrier fence along Shevlin Park where it passes through the North Property to promote natural wildlife movement patterns.

*Development Plan Elements*

- No developed recreational uses similar to golf courses, public tennis courts, or public swimming pools, are allowed within the proposed development.

- Ongoing vegetation management will be required within the conservation area and resource management corridors as described above.

*Management Measures*

Post-development, the conservation areas and resource management corridors, will be managed for the protection of mule deer and elk winter range. In general, existing natural vegetation will be protected, preserved and enhanced for the benefit of deer and elk winter range, which includes cover-shelter, food supply and free movement. As part of the management, additional specific wildlife habitat conservation measures targeted at protecting and enhancing all wildlife habitat present within the study area will be adhered to, and these include:

- Continued application of the vegetation management standards described above. If more aggressive fuel reduction treatments become necessary their impacts to wildlife habitat will be re-assessed by a professional biologist, and possible modifications designed to lessen the impacts of the proposed measures will be considered prior to their implementation. In such case, additional mitigation, such as decreased human activities in the area, replanting and other restoration will be provided.

- Vegetation will be monitored and weeds/non-native plants will be controlled and eradicated when possible and feasible following the recommendations of the Deschutes County Noxious Weed Board or a similar body.

- With the exception of juniper trees used as visual screens in wildlife corridors, and retained occasionally for bird habitat, juniper trees will be removed when encountered within the conservation area and resource management corridors during application of the fire fuels

reduction practices outlined above to prevent competition with native shrub species that are preferred by deer.

- Live ponderosa pine trees will be preserved within these areas when doing so is consistent with the Forest Health Management Plan.

- Brush and tree cover will be maintained as described above. Vegetation management activities shall be performed in the fall or spring (outside of deer winter season) when areas are accessible and not under fire restrictions, except that mowing is not to occur in the spring when there is bird nesting.

- Downed logs and snags will be retained for their wildlife value when feasible and compatible with safety needs. The density target for snags and downed logs will be two of each per acre, consistent with the goals of adjacent Shevlin Park.

- Fire wood cutting or vegetation alteration beyond that prescribed as management for increased habitat value and fuels management will not be permitted within the conservation areas or resource management corridors.

- To minimize the impact of domestic dogs on deer populations, dogs are not allowed in the conservation area bordering Shevlin Park. Elsewhere, dogs must be on leash at all times except on individual lots. Leash laws will be posted and strictly enforced.

- Livestock will not be kept or allowed on the property.

- Recreational uses will not be allowed in the conservation area along the property boundary with Shevlin Park other than hiking. Bicycles or other mechanical devices are also prohibited in other resource management corridors except on trails next to roads which cross these areas.

- Roads, utilities and irrigation facilities within the resource management corridors shall be limited to only those necessary to serve the development, but shall not be allowed in the conservation area bordering Shevlin Park. Motorized vehicle use in the resource management corridors, will not be allowed except as needed for management or emergency fire vehicle access.

- Where existing or proposed roads intersect resource management corridors, there will be reduced speeds and signage indicating wildlife crossings.

- Develop a program to educate residents and guests on the project's wildlife habitat maintenance goals, and how they can reduce impacts to deer and elk using the area as winter range.

**VII. Restrictions Throughout the North Property**

- No fireworks of any type will be allowed.

- No use of drones will be allowed.
- No hunting, discharge of firearms or trapping will be allowed.
- No high-intensity recreational uses (i.e. playgrounds or motorized uses) will be allowed.

**VIII. Implementation, Monitoring, and Enforcement**

As a condition of development approval and contemporaneously with the recordation of any subdivision plat within the Westside Transect Zone on the North Property, the North Property owner shall subject the platted property to CC&Rs recorded in the Deschutes County Official Records containing the restrictions and obligations set forth in the Management Plan. As part of the CC&Rs, the North Property owner shall form an HOA, organized as a non-profit corporation under the laws of Oregon, to govern the development and management of individual residential lots, the conservation area and resource management corridors as well as Open Space areas, common areas, roadways and infrastructure within the boundaries of the Westside Transect Zone. Upon its formation, the HOA shall be responsible for the ongoing management, implementation and enforcement of the conditions of development approval described herein, which shall be incorporated into the CC&Rs. Corporate bylaws for the association (the "Bylaws") shall be recorded in the Deschutes County Property Records, charging the HOA with responsibility to manage, implement and enforce the terms and conditions of the CC&Rs. The Bylaws shall provide that each lot or property developed within the boundaries of the Westside Transect Zone shall be assessed on an annual basis for such sums as are required to ensure compliance with the terms and conditions specified in the CC&Rs.

Compliance with the Management Plan will be achieved through provisions in the CC&Rs that and require the HOA to assess fines or fees to bring property owners into compliance with the rules. While CC&Rs may be amended by a variety of processes, such amendment will not be allowed if contrary to the provisions of the Management Plan. Compliance will also be ensured through County conditions of approval and a conservation easement.