

TO: Brent Bybee, City of La Pine

FROM: Tammy Wisco, Retia Consult, on behalf of Sunriver La Pine Habitat for Humanity

DATE: May 20, 2024

SUBJECT: 01SUB-24 Response to Incompleteness Letter Dated 5/15/24

We received the City's incompleteness letter for the above referenced project and provide the following responses to each item below. Supporting documentation (plans, drawings, fire flow data) is attached. This encompasses a full response to all staff questions identified in the incompleteness letter.

Incompleteness Letter Item 1

STAFF COMMENT: Please provide a justification why there will be no multi-use paths along Crescent Creek Drive or Findley Dr, on the subject property.

APPLICANT RESPONSE: The right of way of Findley Drive and Crescent Creek Drive is already dedicated and developed. A paved multi-use path already exists along the Findley Drive frontage of the subject property. See image below from Google maps, looking west towards Huntington with the subject property on the right side of the existing path. Crescent Creek right of way has an existing multi-use path paralleling the east side of the road. LPDC 15.32.020 notes that "a network of multi-use paths will be developed parallel to many of the collector roads...", however, it does not prescriptively require multi-use paths on all collectors and does not require that multi-use paths are required on both sides of the collectors. The proposed subdivision plan follows existing development patterns with no multi-use path to the south along the park frontage as the right of way includes a path along the eastern side of Crescent Creek.



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c. 210 896 3432

P.O. Box 831, Bend, OR 97709

Incompleteness Letter Item 2

STAFF COMMENT: Staff could not locate a utility plan or plan showing the zone boundaries for the residential general and residential center districts. Proposed deed restrictions must also be provided in accordance with the above criteria.

APPLICANT RESPONSE: The submitted sheet C4.0 is the Preliminary Utility Plan and includes water lines, sewer lines and septic tanks to service each proposed lot, fire hydrants, and existing utilities within Findley Drive and Crescent Creek Drive. The submitted sheet C5.0, labeled Quadrant Plan, includes the delineation of the residential center district, shaded with diagonal lines. The entirety of the subject property is proposed to be designated residential center based on the size and location requirements for this district.

Deed restrictions are not included at this time, as there are no proposed common areas, no special building setback lines, and all streets are proposed to be public right-of-way. Further, LPDC 15.104.020.B.7 allows maintenance of party walls to be addressed through an agreement for joint maintenance of party walls, which is to be approved and recorded prior to issuance of building permits. As there are limited items, if any, required to be memorialized as deed restrictions for this subdivision, the Applicant requests that if other deed restrictions are deemed necessary, that this be a condition of approval for submittal prior to approval of final plat.

Incompleteness Letter Item 3

STAFF COMMENT: Please provide staff an illustration demonstrating no feasible way of meeting the code criteria with alleys included.

APPLICANT RESPONSE: An illustration is included with this response demonstrating the infeasibility of alleys given the existing patterns of development and other code requirements:

- LPDC Table 15.32-2 requires that residential center lots be a minimum of 100 feet deep.
- LPDC 15.90.070 requires that adjacent streets be extended, in alignment, into the subdivision: "All streets, as far as practicable, shall be in alignment with existing streets by continuations of the center lines thereof."
- Per LP TSP, local streets are required to have 64 feet of right of way.
- The extension of Barron Drive and Masten Mill Drive results in 264 feet between the centerlines, leaving only enough space for two lots (2*100'), and half of each local street's right of way (2*32') and no room for alleys.

Incompleteness Letter Item 4

STAFF COMMENT: The subdivision name was not listed on the tentative plan. There is also no identification of the location of utilities, pipe sizes, grades and locations. The tentative plan is also missing contours. Again, no deed restriction or protective covenants were addressed.

APPLICANT RESPONSE: The submitted Sheet C3.0 (Preliminary Grading & Drainage Plan) includes existing contours and drainage flow directions. Submitted Sheet C4.0 is the Preliminary Utility Plan and includes location of utilities and pipe sizes. The Utility Plan has been updated to

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include: existing water and sanitary sewer main pipe sizes, existing sanitary sewer rims, inverts, and pipe slopes and existing fire hydrant flow data. The tentative plan sheets have been updated to include the subdivision name: "Park View."

Deed restrictions are not included at this time, as there are no proposed common areas, no special building setback lines, and all streets are proposed to be public right-of-way. Further, LPDC 15.104.020.B.7 allows maintenance of party walls to be addressed through an agreement for joint maintenance of party walls, which is to be approved and recorded prior to issuance of building permits. As there are limited items, if any, required to be memorialized as deed restrictions for this subdivision, the Applicant requests that if other deed restrictions are deemed necessary, that this be a condition of approval for submittal prior to approval of final plat.






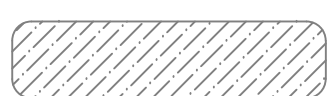


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PRELIMINARY GRADING & DRAINAGE PLAN FOR PARK VIEW - TAXLOT 2210110000401

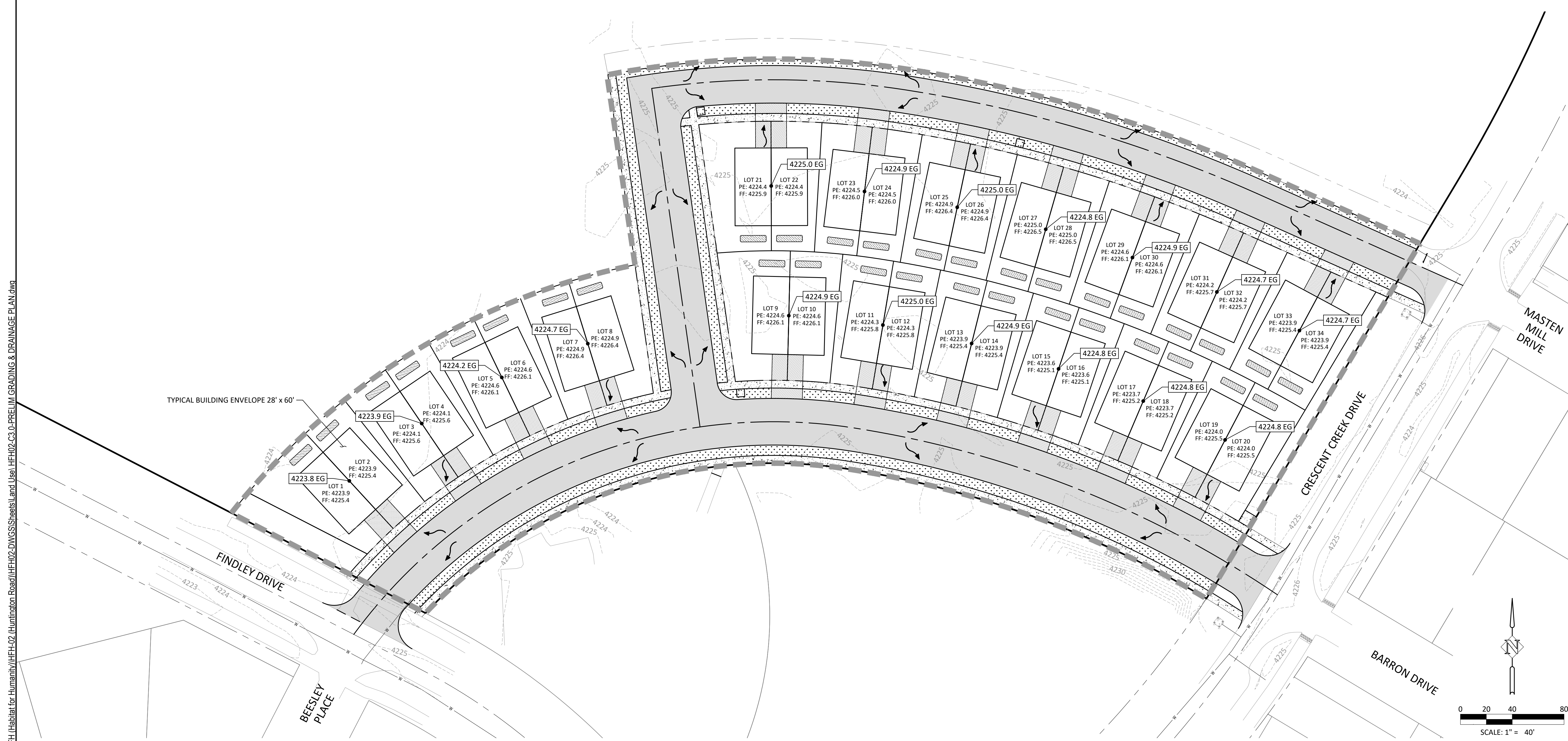
LEGEND

-  SUBJECT PROPERTY RECORD BOUNDARY
-  EXISTING RIGHT OF WAY LINE
-  EXISTING EASEMENT LINE
-  EXISTING GROUND CONTOUR
-  SUB-BASIN DRAINAGE AREA
-  PROPOSED INFILTRATION BASIN
-  PROPOSED ROADSIDE SWALE
-  PROPOSED FLOW DIRECTION ARROW

NOTE:
 EG = EXISTING GRADE
 PE = PROPOSED BUILDING PAD ELEVATION
 FF = PROPOSED BUILDING FINISH FLOOR ELEVATION

PRELIMINARY GRADING AND DRAINAGE NOTES

1. ALL PROPOSED ELEVATIONS/GRADES SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN.
2. STORMWATER MANAGEMENT FACILITY LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN.
3. FINAL DRAINAGE FACILITIES DESIGN WILL BE IN ACCORDANCE WITH CITY OF LA PINE STANDARDS
4. LOT ELEVATIONS MAY NOT BE ALTERED TO MORE THAN AN AVERAGE OF THREE FEET FROM THE NATURAL PRE-EXISTING GRADE OR CONTOUR UNLESS APPROVED OTHERWISE BY THE CITY.
5. CUT SLOPES SHALL NOT EXCEED ONE FOOT VERTICALLY TO 1-1/2 FEET HORIZONTALLY.
6. FILL SLOPES SHALL NOT EXCEED ONE FOOT VERTICALLY TO TWO FEET HORIZONTALLY.



PRELIMINARY GRADING & DRAINAGE PLAN

SCALE: 1" = 40'

LAND USE

PRELIMINARY GRADING & DRAINAGE PLAN
PARK VIEW - TAXLOT 2210110000401
 LA PINE, OREGON

Harper Houf Peterson
Righellis Inc.
 ENGINEERS & PLANNERS
 LANDSCAPE ARCHITECTS & SURVEYORS
 250 NW Franklin Avenue, Suite 404, Bend, OR 97703
 phone: 541.318.1161 www.hhp.com

REGISTERED PROFESSIONAL ENGINEER
 76,554
PRELIMINARY
 OREGON
 DEC. 29, 2009
 JENNIFER L. YAN CAMP

DESIGNED:	JLV	EXPIRES:	6/30/26
DRAWN:	HHR TEAM	DATE:	MAY 2024
CHECKED:	JLV		

DATE	NO.	DESCRIPTION

SHEET NO.
C3.0
 JOB NO.
 HFH-02

P:\03-Bend\HFH (Habitat for Humanity)\HFH-02 Huntington Road\HFH02-DWG\Streets\Land Use\HFH02-C3.0-PRELIM GRADING & DRAINAGE PLAN.dwg

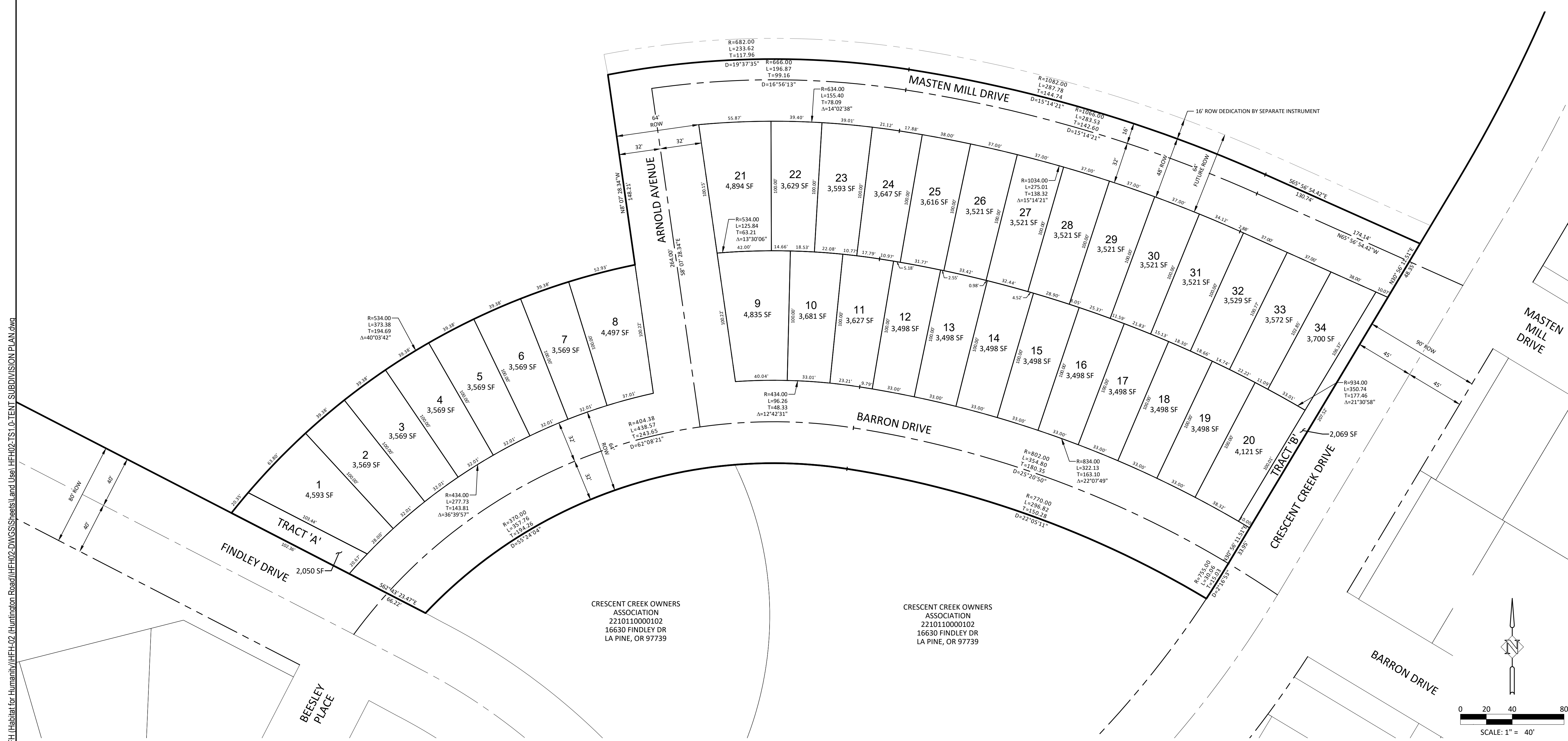
TENTATIVE SUBDIVISION PLAN FOR PARK VIEW - TAXLOT 2210110000401

A SUBDIVISION OF PARTITION PLAT 2024-7
PARCEL 2

LOCATED IN
SECTION 11, TOWNSHIP 22 SOUTH, RANGE 10 EAST, W.M.
CITY OF LA PINE, DESCHUTES COUNTY, OREGON

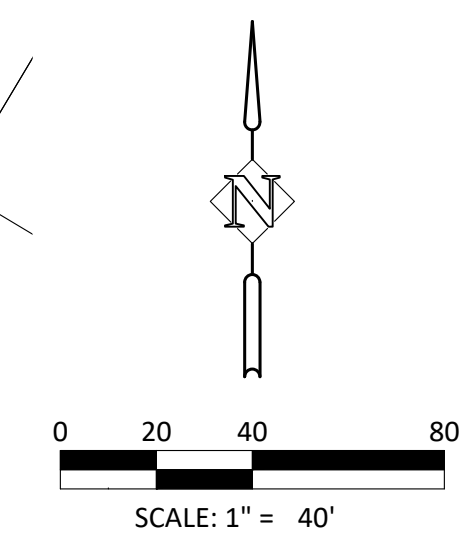
SEPTIC SEWER EASEMENT NOTE:
AN EASEMENT FOR MAINTENANCE AND ACCESS TO SEPTIC TANKS FOR EACH LOT SHALL BE GRANTED TO CITY OF LA PINE WITH FINAL PLAT.

P:\03-Bentley\Habitat for Humanity\HFH-02 Huntington Road\HFH02-DWG\SS\Sheets\Land Use\HFH02-TS1.0-TENT SUBDIVISION PLAN.dwg



CRESCENT CREEK OWNERS ASSOCIATION
2210110000102
16630 FINDLEY DR
LA PINE, OR 97739

CRESCENT CREEK OWNERS ASSOCIATION
2210110000102
16630 FINDLEY DR
LA PINE, OR 97739



TENTATIVE SUBDIVISION PLAN
SCALE: 1" = 40'

LAND USE

TENTATIVE SUBDIVISION PLAN
PARK VIEW - TAXLOT 2210110000401
LA PINE, OREGON

Harper Houf Peterson Righellis Inc.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
250 NW Franklin Avenue, Suite 404, Bend, OR 97703
phone: 541.318.1161 www.hhp.com

REGISTERED PROFESSIONAL ENGINEER
OREGON
JENNIFER L. YANCAW
DEC. 29, 2009
EXPIRES: 6/30/26

DESIGNED:	JLV	DRAWN:	HHPR TEAM	CHECKED:	JLV	DATE:	MAY 2024
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DATE	NO.	DESCRIPTION

SHEET NO.
TS1.0
JOB NO.
HFH-02



LA PINE

OREGON

CITY OF LA PINE

16345 Sixth Street — PO Box 2460

La Pine, Oregon 97739

TEL (541) 536-1432 — FAX (541) 536-1462

www.lapineoregon.gov

HYDRANT NUMBER: 282

MAKE / SIZE: Waterous


LEAD SIZE: 4 1/2

LOCATION AUX. VALVE: _____

HYDRANT LOCATION: Daisy and Findley

NAME OF BUSINESS WORK BEING DONE FOR: _____

Date	Static Pressure	Residual Pressure	Pitot	Flow Rate	Flow @ 20 PSI
3-19-24	59	49	/	1407	


Signature

3-19-24
Date

Branden B
Printed Name

3-19-24
Date

$$\frac{59}{59} - \frac{20}{40} = \frac{39}{19} \quad \frac{7.23}{4.90} \quad 1.47$$

$$1407 \times 1.47 = 2,068 \text{ GPM}$$



LA PINE

OREGON

CITY OF LA PINE

16345 Sixth Street — PO Box 2460

La Pine, Oregon 97739

TEL (541) 536-1432 — FAX (541) 536-1462

www.lapineoregon.gov

HYDRANT NUMBER: WB-674-250

MAKE /SIZE: Waterous

LEAD SIZE: 4 1/2

LOCATION AUX. VALVE: _____

HYDRANT LOCATION: Masken Mill and Crescent NAME OF BUSINESS WORK BEING DONE FOR: _____

Date	Static Pressure	Residual Pressure	Pitot	Flow Rate	Flow @ 20 PSI
3-19-24	59	49	/	1407	

Signature

3-19-24

Date

Brandon B

Printed Name

3-19-24

Date

$$\frac{59}{59} - \frac{20}{40} = \frac{39}{19}$$

$$\frac{7.23}{4.90}$$

1.47

$$1407 \times 1.47 = 2,068 \text{ GPM}$$

Park View - Tax Lot 2210110000401

HFH-02

Fire Flow Calculations

Prepared by: Jennifer VanCamp, P.E.

Proposed Hydrant at Masten Mill & Arnold

Residual Pressure @ 1500 gpm

Existing Fire Hydrant #WB-674-250 (Crescent Creek & Masten Mill)

Static pressure	59	psi	
Residual pressure	49	psi	
Flow (Q)	1407	gpm	
Elevation	4224.2	surface elevation	
Hydrant Elevation	4225.7	hydrant	1.5 feet above surface elevation

$$K = Q / (p_{\text{static}} - p_{\text{residual}})^{0.54} = 406$$

$$Q_{20} = K(p_{\text{static}} - p_{20})^{0.54} = 2934 \text{ gpm}$$

Proposed FH

Flow Rate	1500	gpm	
Surface Elev	4227.4	surface elevation	
Hydrant Elev	4228.9	hydrant	1.5 feet above surface elevation

Proposed Pipe Segment 1 (Main to FH Tee):

Diameter	8	inches
Length	680	LF
Hazen C-value	150	C900 PVC

Minor Losses:		Equiv. Length	Total
0	8" Tee Thru	14	0
3	8" Tee Branch	40.0	120
3	8" Bend Other	10.0	30
3	8" GV	4.5	13.5
<i>Total Equiv L:</i>			163.5

$$h_f = \frac{(10.44)(L)(Q_{\text{gpm}})^{1.85}}{(C)^{1.85}(d_{\text{inches}})^{4.8655}}$$

Q (gpm)	d (in)	L (ft)	head loss (ft)
1500	8	843.5	25

Proposed Pipe Segment 2 (FH Tee to FH):

Diameter	6	inches
Length	36	LF
Hazen C-value	150	C900 PVC
Riser Pipe	5	LF

Minor Losses:		Equiv. Length	Total
1	6" Tee Branch	30.0	30
1	6" GV	3.5	3.5
1	6" 90-deg	16.0	16
<i>Total Equiv L:</i>			33.5

Q (gpm)	d (in)	L (ft)	head loss (ft)
1500	6	74.5	9

Static pressure	59	psi
Elev Losses	3.2	ft
Pipe Losses	34	ft
Total Losses (ft)	37	ft
Total Losses (psi)	16	psi
Resulting Pressure at Proposed Hydrant	43	psi

**BYLAWS
OF
THE PARK VIEW HOMEOWNERS ASSOCIATION**

1. DEFINITIONS

The terms specified below shall have the following meanings when used in these Bylaws:

1.1 "Articles" mean the Articles of Incorporation for the non-profit corporation, Park View Homeowners Association, or such similar name approved by and filed with the Oregon Secretary of State, corporations division, as amended from time to time in accordance with the provisions thereof.

1.2 "Association" means Park View Homeowners Association, an Oregon nonprofit mutual benefit corporation, formed for the purposes set forth in these Bylaws, the Declaration and the Articles.

1.3 "Board" or "Board of Directors" means the Board of Directors of the Association constituted in accordance with Section 5 of these Bylaws.

1.4 "Common Maintenance Areas" mean any property that the Association is required to maintain pursuant to the Declaration or that the Board deems necessary or appropriate for the Association to maintain for the common benefit of the Owners.

1.5 "Declaration" means the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Park View, as amended from time to time in accordance with the provisions thereof.

1.6 "Director" means a member of the Board elected or appointed in accordance with Section 5.3 of these Bylaws.

1.7 "Improvement" means every structure or improvement of any kind, including without limitation, buildings, sidewalks, driveways, fences, walls, trees, hedges, plantings and other landscaping, changes in exterior color or shape, site work (such as, without limitation, excavation, grading and utility improvements), and all other product of construction efforts (such as, without limitation, alterations, renovations and reconstruction) on or with respect to the Property or any portion thereof.

1.8 "Lot" means each of Lots 1 through 34, inclusive, as depicted on the Plat and includes all Improvements located thereon.

1.9 "Member" means each member of the Association and shall include every Owner of a Lot. There shall be one (1) class of membership in the Association, Class A, as described in Section 3.2 of these Bylaws.

1.10 "Officer" means an officer of the Association as described in and elected in accordance with Section 6 of these Bylaws.

1.11 "Owner" means any person or entity, at any time owning a Lot, including any vendee under a recorded land sale contract to whom possession has passed, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot or a vendor under a recorded land sale contract who has surrendered possession.

1.12 "Plat" means the Park View Plat recorded in the official records of Deschutes County on _____, 2024 as Document No. 2024-_____ and any amendments thereto.

1.13 "President" means the President of the Association as described in Section 6.5 of these Bylaws.

1.14 "Property" means the real property located in the City of LaPine, Deschutes County, Oregon and legally described on the attached **Schedule A**.

1.15 "Secretary" means the Secretary of the Association as described in Section 6.6 of these Bylaws.

1.16 "Treasurer" means the Treasurer of the Association as described in Section 6.7 of these Bylaws.

1.17 Other Defined Terms. All other capitalized terms not otherwise defined in these Bylaws shall have the meaning given to them in the Declaration.

2. OFFICES

2.1 Principal Office. The principal office of the Association in the State of Oregon shall be at a location determined by the Board. The Association may have such other offices as the Board may determine or as the affairs of the Association may require from time to time.

2.2 Registered Office and Agent. The Association shall have and continuously maintain in the State of Oregon a registered office, and a registered agent whose office is identical with such registered office, as required by the Nonprofit Corporation Act. The registered office of the Association may be, but need not be, identical with the principal office of the Association and the address of the registered office may be changed from time to time by the Board.

3. MEMBERSHIP, VOTING RIGHTS, AND POWERS AND OBLIGATIONS

3.1 Membership. Every Owner of a Lot shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of a Lot, be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall automatically expire upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

3.2 Voting Rights. The Association shall have one (1) class of voting membership: Class A. Class A Members shall be all Owners of Lots 1-34. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be Members. However, only one (1) vote shall be

exercised for the Lot. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

3.3 Suspension of Voting Rights. All voting rights of a Member shall be suspended during any period in which the Member is delinquent in the payment of any Assessment or is otherwise in default under these Bylaws, the Declaration or any rules and regulations of the Association.

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

3.4.1 Governing Documents. The powers, duties and obligations granted to the Association by these Bylaws, the Articles or the Declaration, including, without limitation, the authority to levy Assessments against the Owners for the costs of operating and managing the Association and performing the Association's responsibilities under these Bylaws and the Declaration.

3.4.2 Statutory Powers. The powers and obligations of a nonprofit corporation pursuant to the Nonprofit Corporation Act, and of a homeowners association pursuant to the Planned Community Act, as either may be amended from time to time, except as provided otherwise by these Bylaws or the Declaration.

3.4.3 General. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Declaration and these Bylaws or otherwise promoting the general benefit of the Members. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in these Bylaws made in accordance with the provisions herein, accompanied by changes in the Articles or Declaration made in accordance with such instruments, as applicable, and with the Planned Community Act and Nonprofit Corporation Act.

4. MEMBER MEETINGS

4.1 Annual Meetings. A meeting of the Members shall be held annually. The first annual meeting of the Members shall be held not later than the first anniversary of the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held annually on a date within thirty (30) days of the anniversary date of the first annual meeting of the Members. Subject to the foregoing, the date and time of the annual meeting shall be set by the Secretary. At the annual meeting, the President, and any other Officer or person whom the President may designate, shall report on the activities and financial condition of the Association.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Directors, or by the President or Secretary upon receipt of a written request of the Members holding at least twenty-five percent (25%) of the outstanding votes of the Association. If the Members request a special meeting as provided herein and notice of the meeting is not given to the Members within thirty (30) days after the date the written request for the meeting was delivered to the President or Secretary, then any Member who signed the request may set the date, time and place of

the meeting and give the required notice. Business transacted at a special meeting shall be restricted to the purposes set forth in the notice for the meeting.

4.3 Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable and convenient place within Deschutes County, Oregon as may be designated in the notice for the meeting.

4.4 Notice of Meetings. Any meeting held pursuant to this Section 4 shall be held on such date, at such time, and at the principal office of the Association or such other place within Deschutes County, Oregon, as may be designated by the Secretary. Written notice of each meeting of the Members under this Section 4 shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting at least ten (10) days before the meeting, but not more than fifty (50) days before the meeting, to each Member entitled to vote at the meeting and to any mortgagee of a Lot having requested notice thereof in writing. A mortgagee of a Lot may designate a representative to attend a meeting called under this Section 4. The notices shall be given in accordance with the notice provisions set forth in Section 17.1 and shall specify the place, day, and hour 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. Notice of any such meeting may be waived by a Member at any time. No Member who is present at a meeting may object to the adequacy or timeliness of the notice given.

4.5 Quorum. The presence at any Member meeting of a number of Members, whether in person, by proxy or by absentee ballot (if authorized by the Board), who are entitled to cast at least one-third (1/3) of the outstanding votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If a quorum is not constituted at a meeting, the Members who are present, either in person or by proxy, and entitled to vote shall have the power to adjourn the meeting until another date and time, without notice other than announcement at the meeting. The quorum requirement for any such subsequent meeting shall be reduced to a number of Members, whether in person, by proxy or by absentee ballot (if authorized by the Board), who are entitled to cast at least one-fifth (1/5) of the outstanding votes of the Association; provided that (i) the meeting is adjourned to a date that is at least forty-eight (48) hours from the time the original meeting was called or (ii) the original meeting notice states that the quorum requirement will be reduced if the meeting cannot be organized because of a lack of quorum and specifies the reduced quorum requirement. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.6 Majority Vote. A vote by the Members holding more than fifty percent (50%) of the voting power of the Association present in person, by proxy or by absentee ballot (if authorized by the Board) at a meeting at which a quorum is constituted shall be binding upon all Members for all purposes unless a higher voting percentage is specifically required by these Bylaws, the Articles, the Declaration, the Planned Community Act or any other applicable law, in which case such higher voting percentage shall apply.

4.7 Proxies and Absentee Ballots. At all meetings of the Members, each Member may vote in person, by proxy or, if authorized by the Board, by absentee ballot. All proxies shall be in writing, dated and signed by the Member, filed with the Secretary and in compliance with all other proxy requirements of the Planned Community Act. Proxies may only be revoked upon the giving of actual notice of revocation to the person presiding over

the meeting or to the Board if a vote is being conducted by written ballot. Proxies shall automatically cease upon cessation of membership or restriction of the Member's voting rights. An absentee ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for absentee ballots shall include instructions for return delivery of the completed absentee ballot and information about whether or not the absentee ballot may be canceled if it is returned in accordance with the instructions. If an absentee ballot is delivered by a Member, the Member may vote in person at the meeting if the Member returned the absentee ballot and canceled the absentee ballot, if cancellation was permitted in the instructions included with the absentee ballot.

4.8 Turnover Meeting. Declarant shall call a Turnover Meeting within ninety (90) days following the Conversion Date, as defined in the Declaration, for the purposes of turning over control of the Association to the Members. The Turnover Meeting shall be conducted in accordance with Section 13 of these Bylaws.

4.9 Action Without A Meeting. Any action which applicable law, the Declaration or these Bylaws require or permit the Members to take at a meeting may be taken without a meeting by written or electronic ballot if the procedures set forth in ORS 94.647 and 94.661, as applicable, are followed. For votes of the Members by written or electronic ballot, the Board shall provide the Members with at least ten (10) days' notice before ballots are mailed or otherwise distributed. The notice shall state the general subject matter of the ballot vote, the right of Members to request secrecy procedures in accordance with ORS 94.647, the date after which ballots may be distributed, the date and time by which any petition requesting secrecy procedures must be received by the Board, and the address where such a petition may be delivered. If, at least three (3) days before the ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Members petition the Board requesting secrecy procedures, then the Board must comply with the secrecy procedures set forth in ORS 94.647. The secrecy procedures shall not apply to the ballot of a Member if the consent or approval of that particular Member is required under these Bylaws, the Declaration or the Planned Community Act. All ballots must set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written or electronic ballot shall state the number of responses needed to satisfy any applicable quorum requirement, the required percentage of votes needed for approval, and the period during which the Association will accept ballots for counting. Electronic ballots include any ballots given by electronic mail, facsimile transmission, posting on a website or other means of electronic communication approved by the Board. Approval by written or electronic ballot shall be valid only when the number of votes cast by written or electronic ballot equals or exceeds any quorum required to be present if a meeting was held to authorize the action and the number of approvals equals or exceeds the number of votes required to approve the matter if a meeting was held to authorize the action. Notwithstanding the foregoing, action by written or electronic ballot may not substitute for: (i) the annual meeting of the Members; (ii) a meeting of the Members if the agenda includes a proposal to remove a Director; or (iii) a special meeting of the Members called at the request of the Members under ORS 94.650(2).

5. BOARD OF DIRECTORS

5.1 General. The affairs of the Association shall be managed by the Board, which shall be comprised of the number of Directors specified in Section 5.2 below. The Board shall have all requisite power, duty and authority to perform its obligations under the Declaration, the Articles, these Bylaws, the Nonprofit Corporation Act and the Planned Community Act, including, without limitation, the power, duty, and authority to enforce the

provisions of the Declaration and these Bylaws and to acquire and pay for, out of the funds received from the collection of Assessments pursuant to the Declaration, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with the Declaration and these Bylaws. 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.

5.2 Number and Qualification. The Board shall consist of three (3) Directors. All Directors must be individuals. The Directors shall be Members; provided, however, if a corporation, limited liability company, partnership or trust owns a Lot or an interest in an entity that owns a Lot, then an officer, employee or agent of the corporation, member, manager, employee or agent of the limited liability company, partner, employee or agent of the partnership or trustee of the trust, as applicable, may serve as a Director. Additionally, an executor, administrator, guardian, conservator or other individual appointed by a court to serve in a fiduciary capacity for a Member, or an officer or employee of an entity if the appointee is an entity, may serve as a Director. Prior to election to the Board, any individual wishing to serve on the Board in the capacity as a representative or fiduciary of a Member pursuant to this Section 5.2 shall provide the Board with documentation satisfactory to the Board that the individual is qualified to represent the Member in compliance with the requirements of this Section 5.2. An individual serving on the Board as a representative or fiduciary of a Member in accordance with this Section 5.2 shall be disqualified from serving as a Director and his or her seat on the Board shall automatically be vacated if the individual no longer meets the requirements set forth in this Section 5.2.

5.3 Appointment by Declarant Prior to Turnover Meeting. Until the Turnover Meeting, Declarant shall appoint all Directors, and may remove and replace any Director, 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 5.4 and Section 3. Voting for Directors shall not be cumulative.

5.4 Election of Directors. At the Turnover Meeting, the Members shall elect three (3) Directors for a term of two (2) years. In voting for Directors, Members shall have the votes specified in Section 3.2 above. Voting for Directors shall not be cumulative. A Director may serve more than one (1) term.

5.5 Resignation. A Director may resign at any time by sending a written notice of resignation to the Secretary. Unless otherwise specified in the resignation notice, a resignation shall take effect upon receipt of the notice by the Secretary.

5.6 Removal. Any Director may be removed, with or without cause, by the affirmative majority vote of the Members entitled to vote, at any meeting of the Members at which a quorum is present. No removal of a Director is effective unless the matter of removal is included in the notice of the meeting. At such meeting, the Members shall elect a replacement Director to serve the remainder of the removed Director's term.

5.7 Vacancies. Vacancies on the Board caused by the death, resignation, or disqualification of a Director shall be filled by the affirmative majority vote 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. Vacancies on the Board caused by the

removal of a Director pursuant to Section 5.5 above shall be filled in accordance with the procedures set forth in Section 5.5 above.

5.8 Meetings of the Board.

5.8.1 The initial meeting of the Board shall occur within sixty (60) days after the date the Articles of the Association are filed. Thereafter, the Board shall meet at least annually, within thirty (30) days after each annual meeting of the Members. At each annual meeting, the Board shall adopt a budget for the following fiscal year and determine the amount of the Regular Assessment and Reserve Assessment for such year. Within thirty (30) days after adopting the annual budget, the Board shall provide a summary of the budget to all Owners. In addition, the Treasurer shall present to the Board a report on the financial condition of the Association, including a report of receipts and disbursements for the preceding calendar year, the allocation thereof to each Lot, and the estimated receipts and expenses for the coming year. If the Board fails to adopt a budget, the last adopted annual budget shall continue in effect.

5.8.2 Special meetings of the Board may be called at any time by the President or two (2) Directors. Such meetings shall be scheduled by the Secretary within thirty (30) days after the Secretary's receipt of a written request signed by the President or at least two (2) Directors; provided that if the purpose of a special meeting is to elect a successor Secretary or to consider removal of the Secretary, then such meeting may be scheduled by the President or, if the meeting is also for the purpose of electing a successor President or removing the President, any other Director.

5.8.3 Meetings of the Board shall be held at the principal office of the Association or such other place within Deschutes County, Oregon, as may be designated from time to time by the Board.

5.8.4 The Secretary shall give written notice to each Director of each Board meeting at least three (3) but not more than thirty (30) days prior to the date set for the meeting, stating the purpose, time, and place of the meeting. Notice shall be given in accordance with the notice provisions set forth in Section 17.1 below. Notice of any meeting may be waived by any Director at any time. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given. When a meeting is adjourned for fewer than thirty (30) days, whether or not a quorum is present at the adjourned meeting, no notice of the resumption or reconvening of such adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place. Notwithstanding the foregoing, emergency meetings of the Board may be held without notice if the reason of the emergency is stated in the minutes of the meeting.

5.8.5 All meetings of the Board shall be open to the Members, except that at the discretion of the Board, the following matters may be considered in executive session, as provided by law: (a) consultation with legal counsel; (b) personnel matters, including salary negotiations and employee discipline; (c) the negotiation of contracts with third parties; and (d) collection of unpaid Assessments. For other than emergency meetings, notice of Board meetings shall be posted at the Property at least three (3) days prior to the meeting or shall be provided to the Members by another method reasonably calculated to inform the Members of the

meeting. Except in an emergency, 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 the 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. Only emergency meetings of the Board may be conducted by telephonic communication or by the use of other means of electronic communication permitted by ORS 94.640(8).

5.8.6 The presence in person of a majority of the Directors shall constitute a quorum for voting at a Board meeting. The Board shall have the power to adjourn a meeting even if less than a quorum is present. Each Director shall have one vote. So long as a quorum is constituted, the vote of a majority of the Directors present at the meeting shall be a binding vote of the Board for all purposes, unless a greater percentage is required by law, these Bylaws or the Declaration. A Director who is present at a meeting of the Board at which action is taken on any Association matter is presumed to have assented to the action unless the Director votes against the action or abstains from voting on the action because the Director claims a conflict of interest. When action is taken on any matter at a meeting of the Board, the vote or abstention of each Director present shall be recorded in the minutes of the meeting. The Directors may not vote by proxy or by secret ballot at Board meetings, except that the Directors may elect Officers by secret ballot.

5.9 Action Without A Meeting. Any action which applicable law, the Declaration or these Bylaws permit the Board to take at a meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all of the Directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the Board, shall be filed in the records of the Association.

5.10 Compensation. No Director shall receive compensation for any service rendered to the Association. However, a Director may be reimbursed for the Director's actual expenses incurred in the performance of his or her duties.

6. OFFICERS

6.1 Enumeration and Qualifications. The Officers shall be the President, the Treasurer, and the Secretary, each of whom shall be elected by the Board. The Board may designate such additional Officers as it deems appropriate. All Officers must be individuals. The Officers shall be Members; provided, however, if a corporation, limited liability company, partnership or trust owns a Lot or an interest in an entity that owns a Lot, then an officer, employee or agent of the corporation, member, manager, employee or agent of the limited liability company, partner, employee or agent of the partnership or trustee of the trust, as applicable, may serve as an Officer. Additionally, an executor, administrator, guardian, conservator or other individual appointed by a court to serve in a fiduciary capacity for a Member, or an officer or employee of an entity if the appointee is an entity, may serve as an Officer. Any individual wishing to serve as an Officer in the capacity as a representative or fiduciary of a Member pursuant to this Section 6.1 shall provide the Board with documentation satisfactory to the Board that the individual is qualified to represent the Member in compliance with the requirements of this Section 6.1. Any Officer serving in a representative or fiduciary capacity of a Member in accordance with this

Section 6.1 shall be disqualified from serving as an Officer and his or her office shall automatically be vacated if he or she no longer meets the requirements set forth in this Section 6.1. An Officer may not simultaneously hold more than one (1) office.

6.2 Election and Term of Office. The Officers shall be elected annually 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 a special meeting of the Board called for such purpose.

6.3 Removal. The Board may remove any Officer, at any time, with or without cause, and a successor may be elected at a special meeting of the Board called for such purpose.

6.4 Compensation. Other than reimbursement of out-of-pocket expenses incurred on behalf of the Association, no Officer shall receive any compensation from the Association for acting as an Officer, unless such compensation is authorized by the Board.

6.5 President. The President shall be a Director and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board and shall have all of the general powers and duties normally incident to the office of the chief executive officer of a corporation. The President shall perform all of such duties at the expense of the Association.

6.6 Secretary. The Secretary is not required to be a Director. The Secretary shall keep the minutes of all proceedings of the Board and all other Association records and shall attend to the giving of all notices to the Board and Members and any other notices pursuant to these Bylaws or the Declaration or required by law. The Secretary shall perform all other duties incident to the office of secretary of a corporation or as may be directed by the Board. The Secretary shall perform all of such duties at the expense of the Association.

6.7 Treasurer. The Treasurer shall be a Director and be responsible for Association funds and shall keep full and accurate financial records and books of account sufficient for proper accounting purposes showing all receipts and disbursements necessary for the preparation of all financial data and tax returns. The Treasurer shall be responsible for the deposit of all Association funds in such depositories as may from time to time be designated by the Board, and shall disburse Association funds for such purposes as may be permitted under these Bylaws or the Declaration. The Treasurer shall perform all other duties incident to the office of the Treasurer of a corporation or as may be directed by the Board. The Treasurer may retain outside professional services to assist in accomplishing such duties. The Treasurer shall perform all such duties at the expense of the Association.

7. SHARES OF STOCK AND DIVIDENDS PROHIBITED

The Association shall not have or issue shares of stock. No dividends shall be paid and no part of the income of the Association shall be distributed to its Directors or Officers, or to the Owners.

8. LOANS TO DIRECTORS AND OFFICERS PROHIBITED

8.1 No Loans to Directors or Officers. No loan shall be made by the Association to its Directors or Officers. The Directors who vote for or assent to the making of a loan to a Director or Officer and any Officers participating in the making of such loan, shall be jointly

and severally liable to the Association for the amount of such loan until the repayment thereof.

8.2 Contribution; Subrogation. Any Director against whom a claim is asserted under or pursuant to this Section 8 shall be entitled to contribution from the other Directors who voted for the action upon which the claim is asserted. To the extent that any Director is required to pay such claim, he or she shall be subrogated to the rights of the Association against the debtor on the loan.

9. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

9.1 Contracts. The Board may authorize any Officer or agent of the Association, in addition to the Officers so authorized in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Among other things, such contracts may provide for the employment of personnel necessary for the maintenance, upkeep, and repair of the Common Maintenance Areas.

9.2 Checks, Drafts, Etc. All checks, payment vouchers, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association (including checks or vouchers for the payment of the expenses incurred in maintaining the Common Maintenance Areas), shall be signed by such Officers or agents of the Association and in such manner as shall from time to time be determined by the Board.

9.3 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select. All Assessments shall be deposited in one or more separate accounts in the name of the Association. All expenses of the Association shall be paid from such accounts. Reserve Assessments shall be maintained in a segregated account.

10. COMMITTEES

10.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, a Maintenance Committee to advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Maintenance Areas, if any, and to perform such other functions as the Board in its discretion determines.

10.2 Committee Function. It shall be a function of each committee to receive complaints from the Owners on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer as is further concerned with the matter presented. Complaints received and the disposition of the complaints shall be reported promptly to the Board by the committee.

11. ASSOCIATION BOOKS AND RECORDS; FINANCIAL MATTERS

11.1 General. The Association shall keep accurate and complete books and records of its activities and accounts as required by the Planned Community Act and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board and shall keep at its registered or principal office a record of the names and addresses of the Members and Directors. All books and records of the Association (except

for those items which are exempt from disclosure under ORS 94.670) may be inspected by any Member, or his or her agent or attorney, for any proper purpose at any reasonable time. Without limiting the generality of the foregoing, the Association shall maintain a copy, suitable for duplication, of the following: (a) the Declaration, these Bylaws, the Articles and any rules and regulations adopted by the Board; (b) the most recent financial statement of the Association prepared in accordance with Section 11.2 below; (c) the current operating budget of the Association; and (d) the reserve study for the Association (if any). The Board may adopt reasonable rules regarding the frequency, time, location, notice and manner of inspection and duplication of the Association's records and the imposition of a reasonable fee for furnishing copies of any documents. The fee may include reasonable personnel costs for furnishing such copies.

11.2 Financial Statements. Within ninety (90) days after the end of each fiscal year, the Board shall distribute to each Owner and, upon request, any mortgagee of a Lot, 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. Additionally, if the annual assessments of the Association exceed Seventy-Five Thousand Dollars (\$75,000) for the year (or such other thresholds as may be established by Oregon law from time to time), then the Board shall cause the financial statements to be reviewed within one hundred eighty (180) days after the end of the fiscal year by an independent certified public accountant licensed in Oregon in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, *provided, however,* the Board need not cause such a review to be performed if so directed by an affirmative vote of at least sixty percent (60%) of the Members. If the annual assessments of the Association are Seventy-Five Thousand Dollars (\$75,000) or less (or such other thresholds as may be established by Oregon law from time to time), then the Board shall cause such review to be performed within one hundred eighty (180) days after receipt of a petition requesting such review signed by at least a majority of the Members. The terms of this Section 11.2 are intended to comply with the requirements of ORS 94.670, as the same may be amended and/or supplemented from time to time, and all other applicable Oregon laws and shall be deemed modified, as applicable, to comply therewith

11.3 Tax Returns. The Board shall cause to be filed the necessary income tax returns for the Association.

11.4 Fiscal Year. The Association's fiscal year shall commence January 1 and shall end on December 31.

12. INSURANCE

12.1 By the Association. The Board shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon: (i) a policy or policies insuring the Association, its Board and the Owners individually against any liability to the public or the Owners and their invitees or tenants, incident to the ownership, supervision, control or use of the Property, excepting portions of the Property under an Owner's exclusive use or occupancy. Limits of liability under such insurance shall be per occurrence for bodily injuries and property damage liability in such amounts as the Board deems advisable; and (ii) workers' compensation insurance to the extent necessary to comply with any applicable laws. The insurance coverage obtained and maintained by the Board may not be brought into contribution with insurance bought by Owners or their mortgagees. Any insurance policy obtained by the Association shall identify the Association as the named insured and shall, if possible, be written by an insurer with a "B" general

policyholder's rating and a "III" financial size category in Best's "Key Rating Guide." The policies obtained by the Association may contain a reasonable deductible not to exceed the lesser of \$10,000 or one percent of the face value of the policy. The Board may adopt a resolution prescribing responsibility for payment of the deductible under the Association's insurance policy. Any policies obtained by the Association shall, if reasonably available, provide a waiver of subrogation by the insurance company as to any claims against the Board, any Owner, or any guest of an Owner.

12.2 By the Owners. Each Owner of a Lot shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability and property damage insurance with respect to such Lot in an amount of not less than \$250,000.00 per person, per occurrence. Additionally, each Owner shall obtain, and maintain in effect, from such companies fire and extended coverage casualty insurance with respect to the Home and other Improvements located on the Owner's Lot in an amount equal to 100% of the replacement cost thereof. Each Owner shall also be responsible for obtaining fire and extended coverage casualty insurance with respect to the Owner's personal property.

12.3 Director and Officer Insurance and Fidelity Insurance. At the discretion of the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request 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, whether or not the Association would have the power to indemnify him or her against such liability under the Articles of the Association. The Board may also cause the Association to maintain fidelity insurance for Officers, Directors, trustees and employees of the Association and any other persons handling or responsible for funds of, or administered by, the Association. If the Association has retained a management agent, the Board may require the management agent to maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance, if any, may be borne by the Association. The total amount of fidelity insurance coverage, if any, shall be determined by the Board

12.4 General Provisions. Premiums for insurance obtained by the Board on behalf of the Association pursuant to this Section 12 shall be a common expense of the Association. At least annually, the Board shall review the insurance coverage of the Association. If reasonably available, the Board shall obtain insurance policies with the provisions specified in ORS 94.690 and with an "inflation guard" endorsement.

13. TRANSFER OF CONTROL; TURNOVER MEETING

On a date that is not later than ninety (90) days following the Conversion Date, as defined in the Declaration, Declarant shall call the Turnover Meeting. Declarant shall give notice of such meeting to each Member in accordance with Section 17.1 below. The notice shall state the time and place at which the meeting is to be held and the purpose of the meeting, which shall be the relinquishment by Declarant of control of the administration of the Association and the election of new Directors by the Members. If Declarant does not call the Turnover Meeting required by this Section 13.1 within the required period, any Member may call the Turnover Meeting and give notice of the Turnover Meeting as required by this Section 13. At the Turnover Meeting: (a) Declarant shall relinquish control of the administration of the Association and the Members shall assume the control thereof; (b) the Directors then serving shall resign and, if a quorum of the Members is present, the Members shall elect new Directors in accordance with these Bylaws; and (c) Declarant shall deliver to

the Association the books, records, and other materials belonging to the Association that are in Declarant's control.

14. 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 Maintenance Areas as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property and to establish penalties for the infraction thereof. Upon adopting any such rules and regulations, the Board shall cause copies thereof to be delivered to each Owner in accordance with the notice provisions set forth in Section 17.1 below. All rules and regulations adopted by the Board shall become binding on all Members and on all occupants of the Lots upon the date of delivery. Any rule or regulation which conflicts with these Bylaws or the Declaration shall be null and void.

15. MAINTENANCE

The Association shall have the maintenance responsibilities set forth in the Declaration, including, without limitation, in Article 5. Costs and expenses incurred by the Association in discharging its maintenance responsibilities shall be paid in the manner described in Section 9.2 of these Bylaws.

16. ASSESSMENTS

16.1 Generally. All Lots shall be subject to assessment in accordance with the provisions of the Declaration. Regular and Reserve Assessments shall be due and payable on a monthly, quarterly or annual basis as determined by the Board. Subject to amendment by the Board, the Association shall give written notice to each Member as to the amount of the Regular and Reserve Assessments with respect to each Lot on or before December 15 of each year for the calendar year commencing January 1 of the next year.

16.2 Request for Assessments Due. The Association shall provide, within ten (10) business days of receipt of a written request from a Member, a written statement that provides: (i) the amount of Assessments due from the Member and unpaid at the time the request was received, such as Regular, Reserve, Special and Limited Assessments, fines, accrued interest, late payment charges and other charges; (ii) the percentage rate at which interest accrues on unpaid Assessments; and (iii) the percentage rate or fixed charge for late payments. The Association is not required to provide a statement of outstanding Assessments if the Association has commenced litigation by filing a complaint against the Member and the litigation is pending when the statement would otherwise be due.

17. NOTICES

17.1 Notices. Unless another form of notice is specifically permitted in these Bylaws or under the Planned Community Act, all notices given hereunder shall be delivered by: (i) messenger service (or hand delivery); (ii) overnight courier service; (iii) regular U.S. Mail; or (iv) electronic mail, facsimile transmission or any other form of electronic communication acceptable to the Board and permissible under the Planned Community Act. Notices delivered by messenger service (or hand delivery), overnight courier service or regular U.S. Mail shall be sent to the mailing address last appearing on the books of the Association. Notices delivered by facsimile or email shall be sent to the email address or facsimile number last appearing on the books of the Association. Notwithstanding the

foregoing, electronic mail, facsimile or other form of electronic communication may not be used to give notice of: (i) failure to pay an Assessment; (ii) foreclosure of an Association lien under ORS 94.709; or (iii) an action the Association may take against a Member. Additionally, a Member may decline to receive notice by electronic mail, facsimile or other form of electronic communication by giving written notice thereof to the Board. Notices shall be deemed given on the date the notices are sent in accordance with the procedures outlined herein.

17.2 Waiver. Whenever any notice is required to be given under the provisions of the Articles, the Declaration, these Bylaws or any applicable law or statute, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

18. DISPUTE RESOLUTION

18.1 Required Procedure. To the fullest extent allowed by law, all claims, controversies, or disputes, whether they are statutory, contractual, tort claims, and/or counterclaims between or among the Association, and/or Owner(s) (collectively, the "Parties" and individually, a "Party") which arise out of or are related to the Property, the Lots, the Homes, the Planned Community Act, the Declaration, these Bylaws, the Articles, or any rules and regulations of the Association, or which relate to the interpretation or breach of the Planned Community Act, the Declaration, these Bylaws, the Articles, or any rules and regulations of the Association (collectively referred to as "Claims") shall be resolved in accordance with the procedures specified herein. Except as otherwise required by the Planned Community Act, the following matters are excluded from these dispute resolution provisions and do not constitute Claims: (i) judicial or non-judicial foreclosure or any other action or proceeding to collect or enforce assessments, fines, interest or a trust deed, mortgage, Association lien, or land sale contract; (ii) a forcible entry and detainer action; (iii) actions by the Association related to removal of a structure or other condition that violates the Declaration, these Bylaws, or any rules and regulations of the Association; (iv) actions for the appointment of a receiver; (v) provisional remedies such as injunctions or the filing of a lis pendens; or (vi) the filing or enforcement of a mechanic's lien. The filing of a notice of pending action (lis pendens) or the application to any court having jurisdiction thereof for the issuance of any provisional process remedy described in Rules 79 through 85 of the Oregon Rules of Civil Procedure (or corresponding federal statutory remedies), including a restraining order, attachment, or appointment of receiver, shall not constitute a waiver of the right to mediate or arbitrate under this Section 18, nor shall it constitute a breach of the duty to mediate or arbitrate. The proceeds resulting from the exercise of any such remedy shall be held by the Party obtaining such proceeds for disposition as may be determined by an agreement of the Parties pursuant to a mediation or by the arbitration award.

18.2 Negotiated Resolution. The Parties will seek a fair and prompt negotiated resolution of Claims and shall meet at least once to discuss and seek to resolve such Claims, but if this is not successful, all Claims shall be resolved in small claims court, by mediation or by binding arbitration as set forth in Sections 18.3, 18.4 or 18.5, as applicable.

18.3 Mediation. Prior to mediation of any Claim, the Parties shall have endeavored to resolve disputes through the process set forth in Section 18.2 above. All Claims that are not resolved by such process shall be subject to mediation as a condition precedent to arbitration or the filing of a small claims complaint. The request for mediation may be made concurrently with the filing of a demand for arbitration as set forth in Section 18.5

below, but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties. All mediation shall be in Deschutes County, Oregon with any dispute resolution program available that is in substantial compliance with the standards and guidelines adopted under ORS 36.175, as it may be amended. The foregoing requirement does not apply to circumstances in which irreparable harm to a Party will occur due to delay or litigation or an administrative proceeding initiated to collect assessments, other than assessments attributable to fines.

18.4 Small Claims. All Claims that have not been resolved by mediation and which are within the jurisdiction of the Small Claims Department of the Circuit Court of the State of Oregon shall be brought and determined there, and all Parties shall be deemed to have waived their right to a jury trial with respect to such Claims.

18.5 Arbitration. Prior to arbitration of any Claim, the Parties shall have endeavored to resolve disputes through the processes set forth in Sections 18.2, 18.3 and 18.4 above, as applicable. All Claims that have not been resolved by such processes shall be resolved by binding arbitration. Such arbitration shall be conducted by and pursuant to the then effective arbitration rules of Arbitration Service of Portland, Inc., or another reputable arbitration service selected by the Board. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Any arbitration pursuant to this Section 18.5 shall be conducted in Deschutes County, Oregon.

18.6 No Attorneys' Fees. Unless otherwise specifically provided for in the Declaration, these Bylaws or the Planned Community Act, no party in the arbitration, mediation or other proceeding shall be entitled to recover costs or attorneys' fees in connection therewith. To the fullest extent allowed by law and except for Claims in an amount less than or equal to \$7,500, no Claim shall be initiated by the Association without approval from the Members holding seventy-five percent (75%) of the voting power of the Association. The foregoing vote requirement shall not be required to institute or respond to the following: (i) actions for delinquent Assessments, fines or other charges under the Declaration, these Bylaws or any rules and regulations adopted by the Association; (ii) actions challenging ad valorem taxation or condemnation proceedings; (iii) actions initiated against any contractor or vendor hired by the Association or supplier of goods and services to the Association; (iv) the defense of claims filed against the Association or the assertion of counterclaims in proceedings instituted against it (except for non-mandatory counterclaims); (v) actions by the Association to appoint a receiver; or (vi) actions to summarily abate, enjoin and remove a structure or condition that violates the Declaration, these Bylaws or any rules and regulations adopted by the Association.

18.7 Confidentiality. The Parties shall keep all discussions of disputes, all settlements and arbitration awards and decisions confidential and shall not disclose any such information, whether directly or indirectly, to any third parties unless compelled to do so by an order of a court of competent jurisdiction. The Parties agree in the event a Party breaches its confidentiality obligation that the other Party or Parties to the dispute shall be entitled to seek and obtain any and all equitable remedies, including injunctive relief and specific performance and each Party hereby waives any claim or defense that the other Party has an adequate remedy at law for any such breach and the Parties agree that the aggrieved Party shall not be required to post any bond or other security in connection with any such equitable relief.

19. AMENDMENTS TO BYLAWS

These Bylaws may be amended or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least three (3) days' written notice is given of intention to amend or repeal and adopt new bylaws at such meeting accompanied by a copy or summary of the amendment; provided, however, that the Board shall have no authority to amend or repeal any provision of these Bylaws relating to the election, qualifications, powers, duties, compensation or terms of Directors without the approval of the Owners given at a special meeting called for such purpose; and provided, further, that all such amendments shall be consistent with the provisions of the Declaration. An amendment is not effective unless it is certified by the President and Secretary of the Association as having been adopted in accordance with these Bylaws and ORS 94.625, acknowledged in the manner provided for acknowledgment of deeds and recorded in the official records of Deschutes County, Oregon.

20. 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, any amendments hereto and any rules or regulations adopted hereunder.

[Signatures on Following Page]

Draft 7-13-24

IN WITNESS WHEREOF, the undersigned Declarant hereby adopts the foregoing Bylaws of the Association, effective as of this ___ day _____ of 2024.

DECLARANT: HABITAT FOR HUMANITY OF LA PINE SUNRIVER, INC.,
an Oregon nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024 by _____ as _____ of HABITAT FOR HUMANITY OF LA PINE SUNRIVER, INC., an Oregon nonprofit corporation.

Notary Public for Oregon
My Commission Expires: _____

Draft 7-13-24

Schedule A to Bylaws

Legal Description of Property

Lots 1 through 34 and Tracts A and B, Park View, recorded _____, 2024, in Cabinet ____, Page _____, Deschutes County, Oregon.

Draft 7-13-24

After recording, return to:
Habitat for Humanity La Pine Sunriver
P.O. Box 3364
Bend, Oregon 97707

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARK VIEW**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK VIEW ("Declaration") is made and executed on this _ day of _____ 2024 by HABITAT FOR HUMANITY OF LA PINE SUNRIVER, INC., an Oregon nonprofit corporation ("Declarant").

RECITALS

A. Declarant is the owner of the real property located in City of La Pine, Deschutes County, Oregon and legally described on the attached **Exhibit A** (the "Property"). Declarant desires to establish a planned community on the property known as "Park View". The Property consists of Lots 1-34 (each, a "Lot," collectively, the "Lots") as shown on the Plat (as defined herein).

B. NOW THEREFORE, Declarant hereby declares that the real property described on the attached **Exhibit A** shall be held, sold and conveyed subject to the covenants, conditions and restrictions declared below, which shall run with the real property and shall benefit and be binding upon all parties having or acquiring any right, title or interest in the real property or any part thereof.

ARTICLE 1 DEFINITIONS

1.1 "Articles" shall mean the Articles of Incorporation for the non-profit corporation, Park View Homeowners Association, or such similar name approved by and filed with the Oregon Secretary of State, corporations division.

1.2 "Association" shall mean and refer to Park View Homeowners Association, its successors and assigns.

1.3 "Association's Insurance" shall mean only that insurance that the Homeowners Association is obligated to obtain and maintain pursuant to Section 8.1.

1.4 "Board" or "Board of Directors" shall mean the Board of Directors of Park View Homeowners Association.

1.5 "Building Structure" shall mean a building that is comprised of two contiguous Townhomes constructed and located on Lots, including without limitation, garage structures located on the Lots and attached to the Building Structure. The Building Structure shall be deemed to include only the exterior siding, trim, roof and gutters, the structural framing and foundations, all doors and windows, all interior walls, wall structures, insulation, sheeting, drywall, paint, standard flooring, standard cabinets and standard fixtures. "Building Structure" shall specifically exclude wall coverings (other than paint) and anything else in or on the interior of the home or garage, including any portable appliances, non-standard flooring, non-standard cabinets, non-standard fixtures, wall and window coverings, personal property, and light fixtures.

1.6 "Bylaws" shall mean and refer to the duly adopted bylaws of Park View Homeowners Association as the same may hereafter be amended or replaced. The Bylaws are attached hereto as **Exhibit B**, and shall be recorded with this Declaration pursuant to ORS 94.580.

1.7 "Common Maintenance Areas" shall mean Tracts A and B shown on the Plat and any other property that the Association is required to maintain pursuant to this Declaration or that the Board deems necessary or appropriate for the Association to maintain for the common benefit of the Owners, including those areas described in Section 5.1.

1.8 "Common Expenses" shall mean those expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property, including reserves.

1.9 "Conversion Date" shall be the date that is the earlier to occur of: (i) the date on which all of the Lots have been conveyed to Owners other than Declarant; or (ii) upon election in writing by Declarant.

1.10 "Declarant" shall mean and refer to HABITAT FOR HUMANITY OF LA PINE SUNRIVER, INC., an Oregon nonprofit corporation, its successors or assigns, or any successor or assign to any of their interests in the development of the Property. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Townhome.

1.11 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in the Declaration of Covenants, Conditions and Restrictions for Park View.

1.12 "Lot" shall mean and refer to any of the Lots 1 through 34 indicated upon the Plat or any part thereof creating an individual home site.

1.13 "Members" shall mean and refer to the members of the Association, which shall be all Owners of Lots 1-34 within Park View.

1.14 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.15 "Party Walls" shall mean and refer to each wall and underlying foundation which is built as part of the original construction of a Townhome within Park View and placed upon the boundary line between any Lots.

1.16 "Plat" shall mean and refer to the Park View Plat recorded in the official records of Deschutes County on _____, 2024 as Document No. 2024-_____.

1.17 "Property" is the real property located in Deschutes County, Oregon, more particularly described as Lots 1 through 34, inclusive.

1.18 "Rules and Regulations" (sometimes hereafter referenced as Policy and Procedure) shall mean and refer to the documents containing rules, regulations and policies adopted by the Board of the Association, and as may be from time to time amended by the Board; as maintained by the Secretary of the Homeowners Association and available to all Homeowners.

1.19 "Townhome" or "Townhomes" shall mean and refer to any portion of any of a Building Structures designed and intended for use and occupancy as a residence by a single family or household, including a mandatory garage specifically designed and maintained for the storage of vehicles. There shall be a garage for use by each single family or household built as a part of the Townhome. Each Townhome shall be on a separate Lot. The Lots in the Plat containing Townhomes will be Lots I through 34.

1.20 "Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the Association to the Members.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

The Property is subject to ORS 94.550 to 94.783. Park View is a Class II Planned Community as defined in ORS 94.550(3).

ARTICLE 3 OWNERSHIP AND EASEMENTS

3.1 Ownership of Lots. Title to each Lot in Park View shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided

interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.2 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Section.

(a) Easements on Plat. The Lots are subject to the easements and rights of way shown on, or noted, on the Plat. These include easements for water, septic and sanitary sewer and public utility easements over each Lot.

(b) Association's Easements. The Owners grant to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles for the maintenance of Park View, including support, maintenance, repair and replacement of and for all Common Maintenance Areas.

(c) Landscaping, Maintenance and Repair. The Owners grant to the Association and its duly authorized agents and representatives an easement over all Common Maintenance Areas for performance of the Association's landscaping, maintenance and repair obligations pursuant to this Declaration.

(d) Additional Easements. An easement is specifically reserved to the Owner of each Townhome, and the Association, as their interests may exist, for access to and right of repair or service to utility and/or drainage lines and facilities for the common use of such Owners which exist on such Owner's Lot.

ARTICLE 4 USE AND MAINTENANCE

4.1 Residential Use; Consolidation; Partition.

(a) No structures shall be erected or permitted to remain on any Lot except structures containing living units and structures normally accessory thereto provided such structure is in conformity with the applicable governmental regulations and permitted by the City of La Pine, is compatible in design and decoration with the dwelling structure on such lot and has been approved by the Board.

(b) The Owner of two adjoining Lots, with the approval of the City of La Pine, may elect to consolidate such Lots into one Lot. The consolidation shall be effective upon the recording in the deed records of Deschutes County a declaration of the Owner stating that the two lots are consolidated. The deed shall include all restrictions and conditions imposed as a condition of such approval by the City of La Pine. Thereafter, the consolidated Lots shall constitute one Lot for all the purposes of this Declaration.

(c) There shall be no partition of any Lot and each Owner, whether by deed, gift, devise or operation of law, for such Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights to partition any Lot or Lots owned by an Owner.

(d) Lots shall only be used for residential purposes only. No more than three (3) unrelated individuals may occupy any Lot or Townhome. As used herein, "unrelated" means that the individuals are not related by blood, adoption or marriage. In no event shall the restriction on unrelated individuals prohibit occupancy by legally-placed foster children or by a married or unmarried couple, each of whom have children from previous relationships. Lots shall not be used as partial rentals or for short term or vacation rentals or transient lodging (i.e., rentals for a period of less than ninety (90) consecutive days). Except as permitted under the Planned Community Act, 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 such 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. The Owner of a Lot shall be allowed to maintain the Owner's professional personal library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers in Owner's living unit provided that no more than 2 associates, clients or customers shall visit at any time and visits shall be limited to two (2) hours maximum duration.

4.2 Construction. Except for construction performed by, contracted for by Declarant or expressly permitted by the Declarant, no construction, reconstruction or exterior alterations (including, without limitation, modification or replacement of exterior person doors, garage doors and windows) shall occur on any Lot, unless the design of such construction, reconstruction or alterations is first approved by the Board. The Board may grant or withhold approval of any proposal in the Board's sole discretion. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. All construction performed by or contracted for by Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.3 Joint Maintenance of Party Walls. In the event repair or replacement of a Party Wall or the underlying Party Wall foundation of a Building Structure should become necessary or appropriate, then the Owners of the affected adjacent Townhomes within the Building Structure that required such repair or replacement shall share equally in the expense of such repair and replacement. As used herein, an "affected" Townhome shall be one that is immediately adjacent to or receives structural support from the component

that needs, or is alleged to need, repair or replacement. In the event an Owner of a Townhome determines repair or replacement of the Party Walls or the underlying Party Wall foundation of a Building Structure is necessary or appropriate, that Owner shall notify the Owner(s) of the adjacent affected Townhome(s) within the Building Structure of the need to perform such repair or replacement. If the Owner(s) of the affected Townhome(s) within the Building Structure agree that such repair or replacement is necessary, they shall jointly cause such work to be performed, and each Owner of an affected Townhome shall pay that Owner's proportionate share of the expense of such work. As used herein, "proportionate expense" shall be determined by comparing that Owner's heated living space area with the total heated living space of the affected Townhomes. If an Owner of an affected Townhome determines repair or replacement of the Party Wall or the underlying Party Wall foundation of a building Structure is necessary or appropriate and the Owner of the adjacent Townhome does not concur with such determination, then the Owners of the Townhomes affected (or claimed to be affected) shall mutually agree upon and retain a Professional Engineer licensed in the State of Oregon having at least five (5) years experience in such matters to inspect the common foundations or common firewalls, and such Professional Engineer shall make a determination as to whether such repair or replacement is required. The determination of such Professional Engineer shall be binding upon the affected Owners, and all expenses and fees of the Professional Engineer and of the repair or replacement work required to be performed if any, shall be shared proportionately by the affected Owners. The Board shall be notified of the retention of a Professional Engineer and be provided a copy of all reports and drawings. In the event the Owners of Townhomes so affected or claimed to be so affected cannot agree upon a Professional Engineer having the required qualifications within a thirty (30) day period, then any of the affected Owners may make application to the Board, which shall select such Professional Engineer having the requisite qualifications. The fees and expenses of the Professional Engineer shall be shared proportionately (as defined above) by the Owners of the Townhomes affected or claimed to be affected. In the event the Owner of an affected Townhome fails to contribute to the expense of the repair or replacement of the common foundation or Party Walls by thirty (30) days after written demand therefore, then the amount not paid or reimbursed, as well as interest thereon at the rate of twelve percent (12%) per annum from the date of such written demand shall become a charge and lien against the Townhome of the Owner failing to make such payment or reimbursement. Each Owner shall be deemed to have agreed by acceptance of a deed conveying the Townhome that any such lien shall be effective without the necessity of obtaining the joinder of such Owner in the execution of any instrument, upon the filing by another Owner of an affected Townhome of a claim of lien in the Official Records of Deschutes County, Oregon.

4.4 Joint Maintenance of Building Structure Exterior. In the event repair or replacement of the building siding, painting or roofing should become

necessary or appropriate, then the Owners of the affected adjacent Townhomes within the Building Structure that required such repair or replacement shall share equally in the expense of such repair and replacement. The exterior color of both Townhomes within each Building Structure shall be the same. In the event an Owner of a Townhome determines repair or replacement is necessary or appropriate, that Owner shall notify the Owner(s) of the adjacent affected Townhome(s) within the Building Structure of the need to perform such repair or replacement. If the Owner(s) of the affected Townhome(s) within the Building Structure agree that such repair or replacement is necessary, they shall jointly cause such work to be performed, and each Owner of an affected Townhome shall pay that Owner's fifty percent (50%) share of the expense of such work. If an Owner of an affected Townhome determines repair or replacement is necessary or appropriate and the Owner of the adjacent Townhome does not concur with such determination, then the Owners of the Townhomes affected will seek a fair and prompt negotiated resolution of Claims and shall meet at least once to discuss and seek to resolve such Claims, but if this is not successful, all Claims shall be resolved by mediation. All mediation shall be in Deschutes County, Oregon with any dispute resolution program available that is in substantial compliance with the standards and guidelines adopted under ORS 36.175, as it may be amended.

4.5 Exterior Colors. The colors of all Building Structure exterior materials; including siding, trim, doors and roofing; shall be subdued to complement and blend with natural vegetation, natural soils and rock colors. Colors shall be subtle and relatively neutral to assist residences to blend with the landscape. All exterior colors shall be medium to dark earth tones to blend with the natural landscape.

4.6 Fencing. No fencing shall be permitted in the front of any Lot. For purposes of this restriction, the front of any Lot shall be defined as that portion of the Lot extending between the face of the Building Structure and the street. Declarant will install fencing in the back of each Lot. Board approval shall be required to replace fencing in the event of damage or destruction or add to existing fencing. All fencing and screen walls shall be constructed of wood.

4.7 Nuisance. No noxious or offensive activities shall be carried out upon the Property, nor shall anything be done or placed on the Property which interferes with or jeopardizes the enjoyment of the Property, or which is a source of annoyance to Owners or occupants. No unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

4.8 Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than up to two (2) domestic

household pets, which shall not be kept, bred or raised for commercial purposes and must be reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise and waste, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside the living unit, except that unleashed pets are allowed within a completely fenced yard on that pet Owner's Lot. An Owner may be required to remove a pet from the Property upon the receipt of the third notice in writing from the Association Board of Directors of violations of this section or any rule, regulation or restriction established by the Board. The definition of "domestic household pets" shall be subject to rules adopted and approved by the Board in its sole discretion. Nothing in this Declaration shall operate to restrict or otherwise limit the bona fide use of service animals. In the event of a dispute over the meaning or applicability of this section, the determination of the Board shall be definitive.

4.9 Owners' Responsibility. Each Owner shall maintain the Owner's Lot and improvements thereon in a clean and attractive condition, in good repair, in such fashion as not to create a fire or other hazard of any kind, and consistent with any maintenance standards established by the Association from time to time. Such maintenance shall include, without limitation, landscaping, exterior walks, windows, window screens, lights and glass surfaces. In addition, each Owner shall keep all exterior areas of the Lot, including driveways and sidewalks, free of trash, weeds, noxious plants, unmaintained vegetation and other unsightly material and shrubs, trees, grass and plantings of every kind on the Owner's Lot shall be neatly trimmed, properly cultivated, and appropriately watered. Landscape installation and alterations costing more than \$2,500 must be approved by the Board prior to commencement of work to assure, among other things, consistency of the Units. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time, not to exceed six (6) months unless otherwise approved by the Board.

4.10 Vehicles. No Owner shall permit any vehicle, which is in an extreme state of disrepair to be abandoned or to remain parked on the Owner's Lot for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board reasonably determines that its presence offends the occupants of the area due to its appearance or continued inoperability. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner. Parking of vehicles by Owner shall be restricted to the Owner's garage or driveway. Parking in the public streets or on the Owner's Lot of any trailers, boats, recreational vehicles and commercial vehicles, for consecutive periods greater than forty-eight (48) hours is also prohibited.

4.11 Rubbish and Trash. Trash, garbage and other waste shall be kept in sanitary containers, screened from public view. No part of the Property shall be used as a dumping ground for trash, garbage, waste, debris or rubbish of any kind. Yard rakings, dirt, tree and shrub leaves and prunings and other material resulting from landscaping work shall not be dumped onto Lots or streets, or Common Maintenance Areas. Should any Owner or occupant responsible for its generation fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any streets or the Property where deposited by such person within five (5) days following the date on which notice is mailed to the Owner or occupant by the Association, the materials will be removed by the Association and the expense of such removal charged to the Owner.

4.12 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently. No structure may be occupied prior to connection to power, water and sewer and approval by the City of La Pine, Oregon.

4.13 Screening. Service facilities (garbage cans, fuel tanks, clotheslines, clothesline poles and other outside drying of clothes, linens and such, firewood, gardening tools, and equipment, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring Lot. Appliances may not be stored outside. All heat pumps and condenser units (or other utilities and devices commonly placed out of doors) shall receive special consideration to provide visual screening and noise reduction.

4.14 Outdoor Furniture. Furniture left outside a living unit shall be limited to items commonly accepted as outdoor or patio furniture and restricted to the front porch and the fenced yard. Hot tubs are restricted to the fenced yard and must be installed out of sight of the main traffic patterns. Locking covers are required and shall remain locked when not in use.

4.15 Outdoor Sports Courts and Equipment. No sports courts or equipment, including basketball nets and trampolines, shall be installed or used on any Lot.

4.16 Air Conditioning Units. Window or portable air conditioning units shall not be installed or used on any Lot.

4.17 Firearms and Fireworks. Firearms shall not be discharged on the Property at any time. Firearms are to be unloaded at all times while on the Property and shall be secured in a locking container when stored on the Property. Weapons including "BB" guns, pellet guns, dart guns, paint-ball guns and any other weapon capable of firing a projectile are considered firearms. Oregon statutory law prohibits the use of certain types of fireworks.

Only fireworks considered legal and that are both silent and hand held will be allowed on the Property. Owners and their guests shall clean up any fireworks discharged on the Property.

4.18 Substance Disposal. No motor oil, paint or other caustic or nonbiodegradable substance may be deposited in any street drain, sewer system or on the grounds within the Property. Any fine and/or costs associated with the cleanup of any nonbiodegradable substance that is caused by any Owner or their guests shall be the responsibility of the offending Owner.

4.19 Antennas and Satellite Dishes. Exterior antennas, satellite receiver and transmission dishes and other communication devices shall not be permitted to be placed upon any Lot unless screened from the view from the street and screened from all neighboring Townhomes. If screening is not reasonably practical, an Owner may, with Board approval, paint such devices to match the Townhome. The authority of the Board in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

4.20 Signage. Posting and display of signage; including business, professional, real estate and political signage; is prohibited on any Lot. Posting and display includes any signage mounted on or around the Townhome exterior and signage visible in the Townhome windows. Permanent signage identifying Park View may be installed on Tracts A and/or B, shown on the Plat, at the Board's sole discretion.

4.21 Health and Safety. No Owner shall permit any thing or condition to exist upon any portion of the Property, which shall induce, breed or harbor infectious plant or animal diseases or noxious insects or vermin.

4.22 Association Rules and Regulations. The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Maintenance Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association.

4.23 Local Ordinances and Regulations. The standards and restrictions of this Article 4 shall be the minimum required. To the extent the ordinances and regulations of the City of La Pine, Deschutes County, or the State of Oregon are more restrictive, or provide for a higher or different standard, the ordinances and regulations of the City of La Pine, Deschutes County, or the

State of Oregon, and any jurisdiction the Property may be annexed into, shall prevail.

4.24 Violation. The Association may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws and Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing. Additionally, the Association may seek injunctions or other equitable relief or may file an action for money damages owing from such violations. The Association shall be entitled to recover its costs, including attorneys' fees, incurred in connection with enforcing the Declaration, the Bylaws and Rules and Regulations.

ARTICLE 5 COMMON MAINTENANCE AREAS

5.1 Common Maintenance Areas. Tracts A and B, shown on the Plat, and all drainage appurtenances and swales and landscaping bordering the streets are Common Maintenance Areas subject to the provisions of this Declaration, the Bylaws, the Articles and the Rules and Regulations promulgated by the Board of Directors. There shall be no obstruction of any part of the Common Maintenance Areas.

5.2 Association Maintenance Obligations. The Association shall maintain the Common Maintenance Areas. Maintenance shall include the cost of landscaping irrigation.

ARTICLE 6 COMMON EXPENSES

6.1 The cost of all such maintenance by the Association shall be a Common Expense paid out of assessments described in Article 8. In the event, however, the need for such maintenance or repair is caused by the willful or negligent act or omission of an Owner, his/her or her family, tenants, guests or invitees, and to the extent such maintenance or repair is not covered by the Association's insurance policy, the costs of such maintenance and repair may, at the discretion of the Board of Directors, be charged to such Owner as an individual assessment. The acceptance and submission of any insurance claims for Association insurance is at the sole discretion of the Board of Directors.

6.2 The Association shall regularly inspect, maintain, repair and keep the Common Maintenance Areas in good condition and provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the proper maintenance of the Common Maintenance Areas. The Association shall perform all maintenance obligations set forth in this Declaration or the Bylaws or any maintenance manual provided by the Association and shall employ all other commonly accepted maintenance practices intended to prolong the life of the improvements within the Common Maintenance Areas.

ARTICLE 7 PARK VIEW HOMEOWNERS ASSOCIATION

7.1 Members. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgement, occupants and Owners shall be governed and controlled by Declaration, the Articles, Bylaws, and Rules and Regulations and any amendments thereof.

7.2 Proxy. Each Owner may cast his/her vote in person, pursuant to a proxy executed by the Owner, or by written ballot, as provided by ORS 94.647. An Owner may not revoke a proxy given pursuant to this Section except by actual notice or revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Procedure. All meetings of the Association, the Board of Directors, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

7.4 Voting. The Association shall have one (1) class of voting Members: Class A. Class A Members shall be all Owners of Lots 1-34, and each Class A Member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

7.5 Turnover Meeting. Declarant shall call the Turnover Meeting within ninety (90) days following the Conversion Date for the purpose of turning over control of the Association to the Owners. The Turnover Meeting shall be conducted in accordance with the Bylaws.

ARTICLE 8 BOARD OF DIRECTORS OF THE ASSOCIATION

8.1 Board of Directors. The Board of Directors of the Association shall be comprised of three (3) directors. The directors will be elected by the Members. In the event of a vacancy occurring on the Board, the position of such director(s) shall be filled in accordance with the terms and provisions of the Bylaws through appointment by the Board of Directors. At the first annual meeting, the Owners shall elect Directors as provided for in the Bylaws, the

term of office for elected Directors will be two (2) years. The Board of Directors shall annually elect a President, Secretary and Treasurer.

ARTICLE 9 FUNDS AND ASSESSMENTS

9.1 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants, and for the improvement, operation and maintenance of the Common Maintenance Areas, including maintenance and administrative costs, and insurance for the Association.

(a) Common Expense Designations. Common Expenses of the nature described in Section 9.3 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners and shall be designated "General Common Expenses".

(i) Insurance General. The Board shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design. Such additional insurance shall be governed by this Article.

(ii) Types of Insurance Policies Maintained By the Association. For the benefit of the Association and Owners, the Board shall obtain and maintain at all times, and shall pay for out for the common expense funds, the following insurance to the extent that it is available at reasonable cost:

(1) Liability Insurance. A policy or policies insuring the Association, its Board and the Owners individually against any liability to the public or the Owners and their invitees or tenants, incident to the ownership, supervision, control or use of the Property, excepting portions of the Property under an Owner's exclusive use or occupancy. Limits of liability under such insurance shall be per occurrence for bodily injuries and property damage liability in such amounts as the Board deems advisable. Such limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a commercial General Liability form and shall provide for cross liability coverage wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(2) Directors and Officers Insurance. At the discretion of the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent

of the Association, or is or was serving at the request 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, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of the Articles of incorporation of the Association.

(3) Fidelity Bond. For the benefit of the Association and Owners, the Board may obtain a fidelity bond for employee, officer, and director dishonesty, or dishonesty of any authorized agent of the Board, for the amount determined by the Board. The Board may pay for such bond out of the Common Expenses of the Association.

(4) Such other insurance as may be required by applicable law or deemed advisable by the Board.

(5) Insurance Companies Authorized. All policies obtained under this Articles shall be written by a company licensed to do business in Oregon and holding a "Commissioner's Rating" of "A-" and a size rating of "VI," or better, by Best's Insurance Reports, or as may be otherwise acceptable to the Board.

(6) Provisions in Insurance Policies. The Board shall make a reasonable effort to secure insurance policies that will provide for the following:

(A) Waiver of Subrogation. A waiver of subrogation by the insurer as to any claims against the Board, the officers, the manager, the Owners and their respective servants, agents, guests and tenants.

(B) Noncancellation without Opportunity to Cure. A provision that the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any officer, Board member or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect.

(iii) Planned Community Act Requirements. The insurance maintained by the Association shall comply with the requirements of the Oregon Planned Community Act, ORS 94.550 to 94.780. At least annually, the Board shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

9.2 Covenants to Pay. Each and every current and subsequent Owner of any Lot, covenants and agrees that each Lot Owner will pay the Association the assessments and any additional charges levied pursuant to this Declaration.

(a) Funds Held. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of Park View or as expressly provided by this Declaration.

(b) Transfer. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

9.3 Basis of Assessments and Commencement of Assessments; Common Profits. Except as described herein, all Lots, will pay operating assessments, reserve assessments, and, when applicable, Special Assessments, under the payment provisions contained in this Declaration. Common Expenses shall be allocated equally between all Owners and/or charged to the Owner of each Lot for the maintenance of the Common Maintenance Areas.

9.4 Annual Assessments. Annual assessments for each calendar year shall be established when the Board approves the budget for that calendar year. Annual assessments shall be levied on a calendar year basis and collected and paid at intervals to be determined by the Board. Annual assessments shall include operating assessments, reserve assessments and, if applicable, Special Assessments. The calendar year shall begin on January 1, unless another date is adopted by majority vote of the Board members.

9.5 Budget. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a budget in accordance with the relevant provisions of the Oregon Planned Community Act. For the first calendar year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, not less than thirty (30) days and not more than ninety (90) days prior to the beginning of the calendar year. The assessments in the budget are to be collected at intervals as determined by the Board of Directors and may include both operating and maintenance cost assessments, and the reserve assessments, all as defined in the Association documents. The Board may update and revise the budget from time to time as the Board may deem reasonably necessary, provided, however, the Board shall distribute such revised budget to each Member within ten (10) days of adoption and at least thirty (30) days before the imposition of revised assessments.

(a) Allocation of Assessments. The total amount in the budget shall be charged equally against all Lots subject to assessments as annual assessments.

(b) Other Assessments. Operating Assessments shall include all costs incurred by the Association, including, without limitation, the costs of upkeep, maintenance, repair and replacement of Common Maintenance Areas; the cost of insurance; the cost of fulfilling all obligations hereunder or under the Planned Community Act; and all other costs that the Board deems to be in the best interests of the Association. Reserve Assessments shall be those the Board deems necessary to fund the Reserve Account. Annual assessments, including Operating Assessments, Reserve Assessments, and if applicable, Special Assessments, will be fixed annually in accordance with the general budget guidelines outlined in Section 9.5(a) above for the general association assessment.

(c) Non-Waiver of Assessments. If before the expiration of any calendar year the Association fails to fix annual assessments for the next calendar year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed. The provisions of this Section are subject to the provisions of the Oregon Planned Community Act.

9.6 Reserve Funds

(a) Reserve Fund for Periodic Maintenance, Repairs and Replacements. The Board shall establish a reserve fund in the name of the Association for periodic maintenance, repair or replacement, in whole or in part, of any completed improvements located in, on, or under the Common Maintenance Areas for which the Association is responsible pursuant to this Declaration, that will normally require periodic maintenance, repair or replacement in more than one (1) year and less than thirty (30) years, ("Reserve Fund"). The Reserve Fund need not include those items that could reasonably be funded from the maintenance fund or operating assessments, or for which one or more Owners are responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws. For purposes of funding the Reserve Fund, the Association shall impose an assessment to be called the "Reserve Fund Assessment" equally against Lots 1-34. The reserve assessments shall commence as to each Lot upon the conveyance of the Lot from Declarant to an Owner other than Declarant. Reserve Fund Assessments shall not be levied against Declarant-owned Lots upon which construction of a Townhome has not been completed. However, if the exemption from Reserve Fund Assessments is rendered unenforceable or otherwise invalid by any applicable law, then Declarant hereby reserves the right, for itself and any successor Declarant, to defer payment of any accrued Reserve Fund Assessments on each Lot owned by Declarant or a successor Declarant until the date on which the Lot is conveyed to an Owner other than Declarant or a successor Declarant, but in no event beyond the date of the Turnover Meeting or, if no Turnover Meeting is held, the date the Owners assume administrative control of the Association.

The Reserve Fund Assessment shall be based on the reserve study, and updates thereof, described in Section 9.6(b), or other sources of reliable information. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Section, although the Board may borrow funds with a specified repayment program, in accordance with the Oregon Planned Community Act. In the event the Board elects to borrow funds secured by an interest any portion of the Common Area, then said loan shall be pursuant to ORS 94.665.

The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update thereof or based on the then current inflation rate. The Board may provide for other reserve items that the Board, in its discretion, may deem appropriate. In addition to the foregoing powers and rights vest in the Board, the Association may elect to reduce or increase future Reserve Fund Assessments by a seventy-five percent (75%) vote of the Owners.

Any funds established for any of the purposes mentioned in this Section shall be deemed to be within the Reserve Fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the Reserve Fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

(b) Reserve Study. The Board of Directors shall annually conduct a reserve study, or review and update an existing study, of the Common Maintenance Areas and other items for which the Association is responsible under this Declaration to determine the requirements of the reserve fund described in Section 9.6 (a) above. The reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

9.7 Special Assessments. The Board of Directors shall have the power to levy Special Assessments against an Owner or all Owners, in the following manner for the following purposes:

(a) Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

(b) Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority

of the Board. All provisions of this Section 9.7(b) shall be interpreted by the provisions of the Oregon Planned Community Act relative to the imposition of fines and penalties;

(c) Repairs. To make repairs or renovations to the Common Maintenance Areas if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or

(d) Any Special Assessments shall be owned solely by the Association regardless of their purpose and the individual Owners so assessed shall have no rights or interests in said funds. Depending upon the reason for the Special Assessments, such assessments may be levied as part of the annual assessments or may be separately assessed against the applicable Lots and Owners. Any Special Assessment funds collected, which exceed the actual expenses incurred for the stated purpose, shall be transferred to the Current Operating Account and can be used thereafter for General Common Expenses.

9.8 Accounts.

(a) Types of Accounts. Assessments collected by the Association will be deposited into at least two separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 9.5(b) will be in the Current Operating Account and those portions of the assessments collected as reserves for periodic maintenance, repair or replacement and deferred maintenance of capital improvements into the Reserve Account. The Board may hold funds in the operating account until such time as the total reserve funds meet bank account minimum deposits to avoid special fees. Special assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association's Reserve Account shall require the signatures of two (2) Directors, or Board approval in the written minutes of the Association.

(b) Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the periodic maintenance, repair or replacement of capital improvements for which reserves have been collected and held. After the individual Lot Owners have assumed responsibility for administration of the planned community, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. Funds borrowed must be authorized by a resolution passed by the Board of Directors, which also outlines the manner of repayment from later assessments. Such resolution 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 shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

(c) Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

9.9 Default in Payment of Assessments, Enforcement of Liens.

(a) Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. Said provisions shall be in accordance with the provisions of the Oregon Planned Community Act. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

(b) Association Lien. Any assessment which is not paid within thirty (30) days of the due date shall be delinquent. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent for a period of more than sixty (60) days following the due date, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Deschutes County, Oregon against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suitor action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.704 to 94.716, as the same may be amended, shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien.

(c) Interest; Fines; Late Fees; Penalties. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, and any Rules and Regulations. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before

the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or Special Assessments) may be imposed against an Owner or his/her Lot until such Owner is given an opportunity for a hearing as provided in Section 4.21.

(d) Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, may accelerate the due date of the full annual assessment for that calendar year and all future installments of any Special Assessments.

(e) Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his/her Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

ARTICLE 10 GENERAL PROVISIONS

10.1 Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for labor and materials relative to providing copies, Owners can obtain copies of this information within ten (10) days of receipt of a written request.

10.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or

other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his/her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and Members who participated with or benefited from the acts which created said liability.

10.3 Enforcement; Attorneys' Fees. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event of an action by the Association to enforce the terms of this Declaration, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, including, without limitation, attorneys' fees incurred in any bankruptcy court.

10.4 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

10.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees; provided, however, that amendments which do not constitute rescission of the planned development may be adopted as provided in Section 10.6 below.

10.6 Amendment. Except as otherwise provided in Section 10.5 or ORS 94.590, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes for all Lots subject to this Declaration. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Non-Profit Corporation Act.

10.7 Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

10.8 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Park View, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Declaration of Covenants, Conditions and Restrictions; and
2. Bylaws (Exhibit B)

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first written above.

DECLARANT: HABITAT FOR HUMANITY OF LA PINE SUNRIVER, INC., an Oregon nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024 by _____ as _____ of HABITAT FOR HUMANITY OF LA PINE SUNRIVER, INC., an Oregon nonprofit corporation.

Notary Public for Oregon
My Commission Expires: _____

**EXHIBIT A
PROPERTY
LEGAL DESCRIPTION**

Lots 1 through 34, as shown on the Plat of Park View, recorded _____,
2024, in Cabinet ____, Page _____, Deschutes County, Oregon.

**EXHIBIT B
BYLAWS**

[attached]