

Return to:  
Bruce Williams, Secretary Lynwood HOA.  
16865 Lynwood Lane  
Sisters, OR 97759

SUBMISSION OF DOCUMENT FOR RECORDING  
BY CLERK OF DESCHUTES COUNTY

Document Submitted for Recording:

**AMMENDMENT 2 TO THE LYNWOOD ACRES MASTER PLAN, CONSISTING OF:**

- **Revised Lynwood Acres Master Plan** (Replaces Original Master Plan, Deschutes County Recording Vol. 99 pp. 56896-1 thru 21)
- **Revised Lynwood Acres Rules and Regulations** (Replaces Original Rules and Regulations, Deschutes County Recording Vol. 2000 pp. 43473-1 thru 17)
- **Revised Lynwood Acres Bylaws** (Replaces Original Bylaws, Deschutes County Recording Vol. 2000 pp. 43473-18 thru 29)
- **Revised Lynwood Acres Architectural Rules and Regulations** (Replaces original Architectural Review Committee Rules and Regulations, Deschutes County Recording Vol. 2000 pp. 43473-30 thru 52)

**All four of the above documents together comprise the complete Lynwood Acres CC&Rs (Covenants, Codes and Restrictions)**

I, the declarant, Secretary of the Lynwood Acres Homeowner's Association, acting for and on behalf of the Homeowners Association and its Board of Directors, submit the attached Amendment 2 to the Lynwood Acres Master Plan for recording with Deschutes County. I hereby certify that this document has been unanimously approved by all members of the Lynwood Acres HOA and by the Lynwood acres HOA Board of Directors, effective 22 June 2015.

EXECUTED THIS 23<sup>rd</sup> day of June, 2015.

SIGNED: Bruce A. Williams

Bruce A. Williams, declarant, and Secretary, Lynwood Acres HOA

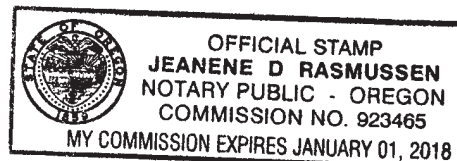
STATE OF OREGON, County of Deschutes:

On 23<sup>rd</sup> June, 2015, Bruce A. Williams personally appeared before me, provided evidence of identity, executed this instrument in my presence and acknowledged to me that he did so on behalf of Lynwood Acres HOA.

Janice R. Rasmussen

Notary Public for Oregon

My Commission Expires 1-1-18



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2015-25174



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Cover Sheet and Lynwood Acres Board of Directors Signature Page

LYNWOOD ACRES HOMEOWNERS ASSOCIATION, SISTERS OREGON

APPROVAL FOR :

ADDENDUM 2 TO LYNWOOD ACRES MASTER PLAN AND GOVERNING DOCUMENTS (CC&Rs)

This Addendum 2 has been approved by the elected Lynwood Acres HOA Board of Directors, and accepted by unanimous vote of all members of the Lynwood HOA. Authorization to revise the Lynwood Acres governing documents in this manner was specifically granted by section 11.1 of the original Master Plan.


This Addendum consists of re-written versions of: *The Lynwood Acres Master Plan; Rules and Regulations; Bylaws; and Architectural Rules and Regulations*. These four re-written documents supersede and replace in their entirety the corresponding governing documents which were originally approved and recorded with Deschutes County on 30 November 1999 (Master Plan) and 26 November 2000 (Rules and regulations, Bylaws, and Architectural Rules).

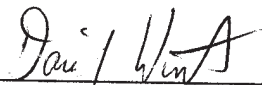
The purpose of this addendum is to update and bring the Lynwood governing documents into conformance with the current needs and established practices of the community. This includes clarification of confusing or conflicting provisions and the elimination of unnecessarily onerous, outdated, overly-complex, impractical or confusing rules and restrictions that were written into the original CC&Rs.

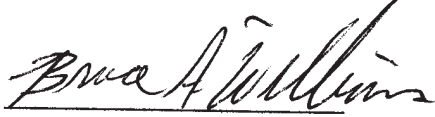
Background: Lynwood's original CC&Rs were prepared from marked-up templates used for communities with large and diverse populations. These CC&Rs thus prescribed a large administrative organization overseeing complex procedures and very restrictive regulations intended for managing large living communities. In contrast, Lynwood Acres consists of six home sites and will never include more than six families living on the premises. The CC&Rs as originally written have been unnecessarily burdensome and confusing to homeowners and cause frequent negative reaction by realtors and prospective buyers of Lynwood Properties. In past years, the Lynwood HOA board has often waived various rules or restrictions commonly agreed to be impractical, conflicted, inappropriate or trivial. Ultimately, the HOA decided to completely replace the CC&Rs rather than retain (or attempt piece-meal fixes to) the problematic documents established for the original development many years ago.

Conformance to State and County land use rules: Nothing in this addendum shall be construed to exempt any homeowner from compliance with established land use laws, codes, rules and restrictions of Deschutes County or the State of Oregon.

Approved on 22 June 15 by:

  
Mark Greaney, President

  
David Winter (Vice President)

  
Bruce Williams (Sec/Treas)

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2.

Approved by Lynwood Acres Homeowners Association on 22 June 2015

**Note: This Document Supersedes and Replaces the original (1999) Lynwood Acres Master Plan in its Entirety. (Deschutes County recording Vol. 1999 Page 56859)**

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## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

### 1. INTRODUCTION:

#### 1.1. Original Master Plan:

The Original Master Plan for the Lynwood Acres cluster development was established in October 1999 and recorded with Deschutes County in November 1999 (Vol: 1999 page: 56859) by Lynwood Acres Enterprises LLC, an Oregon Limited Liability Company. In accordance with the Master Plan of Lynwood Acres the original developer transferred to the Lynwood Acres Homeowners Association all of its responsibilities, to the end that the Lynwood HOA has become the Manager of Lynwood Acres.

#### 1.2. Addition of Supporting Documents To Original Master Plan.

The 1999 Master Plan was subsequently amended by Addendum 1, which was recorded with Deschutes County on 26 Oct 2000 (Vol. 2000 Page 43473). Addendum 1 incorporated the following documents as additions to the Master Plan:

- Lynwood Acres Bylaws
- Lynwood Acres Architectural Rules and Regulations
- Lynwood Acres Rules and Regulations.

#### 1.3. Compendium of CC&Rs.

The Master Plan, the Bylaws document, the Architectural Rules document and the Rules and Regulations document are referred to collectively as the CC&Rs (Covenants, Codes and Restrictions) for Lynwood Acres.

#### 1.4. Re-Writing And Re-Issuance As Addendum 2 To The Master Plan.

In 2015, the Lynwood HOA Board of Directors, with unanimous consent of HOA members, developed revised versions of all four of the CC&R documents. This was done in order to accomplish the following objectives: Convert the writing style into plain English; revise outdated content; reorganize the content in a more logical and understandable manner; eliminate conflicting provisions among the separate CC&R documents; clarify points of confusion; add appropriate provisions that were omitted from the original documents; and to remove redundant, erroneous, trivial or un-justified regulations. Authority to make such changes through revision or amendment was specifically granted to the HOA and its Board of Directors in paragraph 11.1 of the original Master Plan.

1.4.1. This 2015 Addendum 2 to the Lynwood Master Plan consists of revised and updated versions of all four CC&R documents. Much of the detailed subject matter originally contained in the 1999 stand-alone Master Plan has been moved, as appropriate, into the three separate documents concerning rules, architecture, or bylaws. Upon recording with Deschutes County, this (Addendum 2) compendium of CC&Rs completely supersedes and replaces the previously recorded 1999 Master Plan and its associated Addendum 1 documents.

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

1.4.2. Note: Nothing in the revised documents of Addendum 2 may be construed to establish procedures, rules, allowances or rights that conflict with the laws or regulations of the State of Oregon or Deschutes County, including zoning and land-use rules.

The purpose of the Master Plan and its associated CC&R documents is to establish and maintain conditions within Lynwood Acres that will: (a) protect property values; (b) preserve the existing natural beauty and tranquil atmosphere; (c) provide for a safe, attractive, orderly and harmonious neighborhood; and (d) generally enhance quality of life for Lynwood residents. To accomplish these objectives, The Master Plan and associated CC&R documents impose mutually beneficial guidelines, rules and restrictions for the benefit of all owners of residential property within Lynwood Acres.

### **2. APPLICABILITY OF GOVERNING DOCUMENTS:**

All the Properties located within Lynwood Acres and any additional property that may be subsequently added to Lynwood Acres shall be held, maintained, rented, sold, and conveyed subject to the easements, rules, restrictions, and regulations contained within this Master Plan and its associated CC&R documents. The CC&Rs shall be binding on all parties having any right, title, or interest in any property within Lynwood Acres, as well as their heirs, assigns, successors, successors-in-title, guests, tenants, or business invitees.

### **3. DESCRIPTION OF LYNWOOD ACRES:**

#### **3.1. Cluster development**

Lynwood Acres is a residential cluster development consisting of 6 privately owned lots positioned together within 81 acres of land within Deschutes County. Each privately owned lot is roughly one acre in size. The remainder of the land (approximately 75 acres) is owned by the Lynwood Acres Homeowners Association and is designated as Lynwood Acres "Open Space". The configuration of these open space areas and the 6 privately owned lots in Lynwood was approved in the 1999 Conditional Use Permit (CU-99-43/TP-99-902) granted by Deschutes County for the development of Lynwood Acres on land designated RR-10, Wildlife Combining Zone.

#### **3.2. High Quality, Natural Environment**

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

Lynwood Acres was created and designed as a community that would provide an attractive and natural environment for permanent homes. The Lynwood Acres property owners share the costs related to the maintenance and repair of roadways, open space, and service facilities (well and pumping equipment) that are and will remain available for use by all property owners, their tenants and guests. By providing and enforcing high standards for the improvement and maintenance of private and non-private areas within Lynwood Acres, Lynwood Acres HOA intends to ensure that private property within Lynwood Acres will maintain maximum value for those who purchase it. The Lynwood HOA maintains overall responsibility for the administration and management of Lynwood Acres. Title to all Private Ways, Open Space, and Service Facilities is vested in the Association.

### 4. DEFINITIONS:

#### 4.1. Terms And Definitions Applied Throughout The CC&Rs

4.1.1. **"Lynwood Acres " or "Lynwood ":** The 81 acre Lynwood Acres subdivision located off Wilt Road as shown on the official plat recorded with the County Clerk of Deschutes County, Oregon.

4.1.2. **"Lynwood Acres Homeowners Association", or the "HOA" or the "Association":** The association of Lynwood property owners organized as described in Section 6 below.

4.1.3. **"Board of Directors", or the "Board":** The duly elected Board of Directors (Officers) tasked with overall management and administration of Lynwood Acres on behalf of the HOA members.

4.1.4. **"Architectural Review Committee":** The committee comprised of HOA members with responsibility for oversight of physical modifications (improvements) within Lynwood and enforcement of the Lynwood Architectural Rules and Regulations.

4.1.5. **"Manager of Lynwood Acres", or the "Manager":** The Lynwood Acres Homeowners Association Board of Directors.

4.1.6. **"Principal Office":** A designated space within the residence of the elected Secretary of the Lynwood acres HOA, wherein shall be kept the official copies of the CC&Rs and all other records, correspondence, meeting minutes, decisions, waivers, and financial accounting records necessary for the continuing operation and management of the HOA.

4.1.7. **"CC&Rs (Covenants, Codes and Restrictions)":** The compendium of the four governing documents for Lynwood Acres, including this Master Plan, the Rules and Regulations, the Bylaws, and the Architectural Rules and Regulations.

4.1.8. **"Lynwood Acres Master Plan" or "Master Plan":** This document--- the overarching document governing the establishment and management of Lynwood Acres, together with any approved addendums or supplements thereto.

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

4.1.9. **"Lynwood Acres Bylaws"**: The portion of the Lynwood CC&Rs that govern the organization and administrative operations of Lynwood Acres, together with any approved addendums or supplements thereto.

4.1.10. **"Lynwood Acres Rules and Regulations"**: The portion of the Lynwood CC&Rs comprising the general rules and regulations applicable to lot owners, guests, tenants and invitees within Lynwood together with any approved addendums or supplements thereto.

4.1.11. **"Lynwood Acres Architectural Rules and Regulations"**: The portion of the Lynwood CC&Rs governing Physical Improvements within Lynwood Acres.

4.1.12. **"Physical Improvement" or "Improvements"**: Every temporary or permanent building, structure or physical modification, including but not limited to: residential dwellings, barns, sheds, garages, carports, excavations, fences, walls, signs, driveways, parking lots, swimming pools, ponds, water features, landscaping, irrigation systems, exterior ornamentation, pathways, sidewalks, storage shelters, antennas, satellite dishes, aerial wires or cables, or any other product of construction or installation on or in any lot or open space, including alterations, painting or reconstruction. The term "Improvement" includes lot clearing, tree cutting, grading and the placement of utility lines upon or under Lots.

4.1.13. **"Lot"**: Any one of the 6 platted lots described on the plat of the Lynwood Acres subdivision, excluding the Open Space, private ways and HOA owned facilities.

4.1.14. **"Private Way"**: Lynwood Lane (the central paved private road shown on the plat of Lynwood Acres), and the gravel road located along the Eastern and Northern boundary of Lynwood Acres.

4.1.15. **"Open Space"**: Any area designated as Open Space in the plat of Lynwood Acres along with any Improvements constructed thereon.

4.1.16. **"View Corridors"**: Established swaths of land located on Lots 1, 2 and 3 (and their allocated Open Space subAreas) inside of which tight restrictions apply with regard to placement of any structures or other objects which impact mountain or terrain views, as seen from Lots 4 and 5. These areas are graphically depicted on Exhibit "A" attached. See Architectural Rules and Regulations for boundary definitions and restrictions.

4.1.17. **"Lot Owner" or "Owner"**: The person or persons who hold legal title to any Lot. In the event a lot is held by a Trust, or an Estate (in the case of deceased owners) the trustee(s) of the Trust or Executor of that Estate are considered the Lot owners. The term "Owner" shall include, for most purposes, the immediate family of the Owner.

4.1.18. **"Lessee", or "Tenant"**: Any person or persons occupying a Lot in Lynwood Acres subject to a formal, written lease agreement. Lessees agree to comply with all provisions of the Master Plan and its associated CC&Rs and assume all associated liabilities and obligations. The Lessor shall be responsible for compliance by the Lessee.

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

4.1.19. **"Business Invitee"**: A person who is in Lynwood Acres for a business purpose at the invitation of a Lynwood HOA member or tenant. This may include contractors or other service providers performing construction, landscaping, plumbing or electrical work, deliveries, repairs, cleaning, brush removal, snow removal, and other similar functions.

4.1.20. **"Guest"**: Any person other than a Business Invitee who is in Lynwood Acres at the invitation of lot owner or tenant at Lynwood Acres.

4.1.21. **"Fiscal Year"**: The one year accounting period from 1 August thru 31 July, unless changed by 2/3 majority vote at the Annual HOA meeting.

4.1.22. **"Dues"**: Annual payments required from all lot owners, as approved by HOA member vote at the HOA annual meeting, that are used to fund the routine operating costs of Lynwood Acres.

4.1.23. **"Taxes"**: County Property Taxes that are assessed on the Lynwood Open spaces. Each lot owner is charged a pro-rated portion of this small annual property tax according to the acreage of the Lynwood open space that is allocated to his individual lot. These taxes are collected annually by the Treasurer coincident with annual dues.

4.1.24. **"Assessment", or "Special Assessment"**: Payments occasionally required from all lot owners, as approved by the Board of Directors, that are used to fund unplanned expenses of the HOA, (for example: road or water system repairs, legal fees, snow removal costs on a case basis, etc.). Note: Lynwood policy is to collect assessments for unplanned expenses only on an as-needed basis, rather having members routinely pay into a reserve or maintenance fund. This policy may be changed by 2/3 majority vote of the HOA membership.

4.1.25. **"General Fund"**: The fund receiving, containing and expending Lynwood Acres monetary assets, established and maintained in a local bank account pursuant to Section 11 below.

## 5. LYNWOOD ACRES HOMEOWNERS ASSOCIATION

### 5.1. HOA Establishment And Membership.

The Lynwood Acres Homeowners Association was established in 1999 as a non-profit corporation under the general non-profit corporation laws of the state of Oregon. The Bylaws of the Association, among other things, provide for the voting rights of the members of the Association. Such representation in the Association shall commence, exist, and continue simply by virtue of the member's Ownership of said Lot. Membership in the HOA shall expire automatically upon the termination of such Ownership. HOA membership need not be separately confirmed or evidenced by any certificate or acceptance of membership.

### 5.2. Powers of the HOA.



## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

5.2.1. The Lynwood Acres Homeowners Association, acting by and through its Board of Directors, shall have the following general powers:

5.2.1.1. Repeal, revoke, modify, or amend all or any parts of the Lynwood Acres Master Plan, The Architectural Rules, The Rules and Regulations and the Bylaws, following procedures established in the Bylaws.

5.2.1.2. Maintain, repair or upgrade the Lynwood Private ways, Open Space and Association-owned Service facilities.

5.2.1.3. Promulgate and enforce all Lynwood CC&Rs.

5.2.1.4. Provide and enforce decisions, approvals, disapprovals, or waivers in connection with applications, recommendations, appeals, disputes and other petitions made to the Board by HOA members.

5.2.1.5. Take actions in support of enforcing Lynwood CC&Rs, including, if necessary, such measures as imposing and collecting fines, filing liens against property, or taking legal action.

5.2.1.6. Procure services, equipment or materials that the Board deems necessary and appropriate for the benefit of Lynwood.

5.2.1.7. Pay all legitimate bills, invoices and other financial obligations for services or materials procured for the benefit of to Lynwood.

5.2.1.8. Pay taxes and any governmental assessments imposed on the Private ways, Open Space, or Association- Service Facilities within Lynwood Acres.

5.2.1.9. Grant certain easements on Lynwood private ways.

5.2.1.10. Procure and maintain property and liability insurance reasonable and necessary to protect the Association's assets and to provide liability protection for the Association and for Officers of the Association while in the performance of their duties on behalf of the Owners.

5.2.1.11. Establish and collect Dues, Assessments, fees, and penalties.

5.2.1.12. Exercise all other powers granted to non-profit corporations and to homeowners associations under Oregon law.

### **5.3. Limitation of Liability.**

5.3.1. The Association shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who is made a party to a legal action, suit, or proceeding (whether civil, criminal, administrative, investigative, or otherwise) by reason of that person's position as an officer of the Association or a member of any committee acting on behalf of the association.

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

5.3.2. In the event the Lynwood Acres Homeowners Association itself is made a party to a legal action, suite or proceeding for any reason, whether such action is brought by an association member or an outside party, no member of the Association shall be held personally liable on the basis of membership in the association.

## 6. BOARD OF DIRECTORS

### 6.1. Establishment of Board and Vesting of Power To Act

The power to govern the affairs of the Lynwood HOA is vested exclusively with the Board of Directors. The Board of Directors consists of 3 officers duly elected by the homeowners, consisting of President, Vice President, and Secretary/ Treasurer. Board members collectively execute the general powers of the HOA enumerated above. Actions taken or decisions made by the Board members will be done in mutual consultation with each other, except in emergencies or in routine administrative matters for which there is well recognized precedent. For the protection of all Owners, their Lessees and Guests, the Association through its Board of Directors shall be generally responsible for the enforcement of the CC&Rs.

### 6.2. Details Regarding Board Contained In Bylaws

Provisions for Board membership procedures, elections, removals, terms, authority, liability, specific functions and powers are included in the Bylaws document of Lynwood Acres.

## 7. LAND CLASSIFICATIONS AND USES WITHIN LYNWOOD ACRES.

Land classifications within Lynwood Acres include Private Ways, Private Lots, and Open Space. The Lynwood Acres Homeowners Association shall hold and retain title to the Private Ways and Open Space. Lot owners, lessees and guests are granted certain usage rights for Private Ways and Open Space as specifically provided in the CC&Rs.

### 7.1. Private Lots.

By accepting title or lease to a Private Lot, the grantee is deemed to have covenanted that he will use and permit the use of the property only in accordance with the Lynwood master Plan and its associated CC&Rs. Further, he covenants that he will: abide by and cause all those invited onto his premises to abide by these same CC&Rs; that he will pay to the Association all amounts duly provided for in the CC&R; and that his property may be subject to a lien or liens for delinquency or non compliance as provided in these instruments.

### 7.2. Private Ways.

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

7.2.1. Each Owner is granted a non-exclusive easement to use Private Ways for the purposes of walking or traveling thereon by appropriate means. Each Owner may permit his Lessees, Guests, and business invitees to use the Private Ways for such purposes. Use of Private Ways is subject to Lynwood Acres Rules and Regulations. The Association may also grant free access on Private Ways to police, fire and other public officials, to employees of utility companies serving Lynwood Acres, and to others whose access the Association reasonably believes would be mutually beneficial to its members. Lynwood Acres has previously granted permanent access easements, recorded with Deschutes County, for ingress/egress access along the Private Way (gravel road) located on the Eastern boundary of Lynwood for three parties owning private property north of the Lynwood Development and parties owning three established private lots immediately south of the Lynwood Development.

7.2.2. In the future the Association, with 2/3 majority vote, may dedicate Private Ways to the public if deemed beneficial to the Association members. No other parties outside of the Association shall have the right to dedicate any portion of Lynwood Private ways to the public regardless of any access easement rights such parties may have. To dedicate any portion of Lynwood private ways for public use, the Board must file in the records of Deschutes County, Oregon, an instrument clearly evidencing its intention to dedicate such ways to the public.

### **7.3. Open Space.**

The Open Space within Lynwood Acres is owned by the Association. Each Lot Owner is, however, assigned the responsibility and right to maintain and use a specifically allocated subArea of the Open Space abutting his lot. The open spaces are depicted on a map attached hereto as Exhibit B and are described below. This map delineates and assigns one subArea of the Open Space to each Lot and its Owner. The Board is granted authority to resolve any dispute regarding the location of subArea boundaries or to correct any error in the description contained on Exhibit B by recording a corrected copy of Exhibit B. All corrections shall be recorded in the deed records of the Deschutes County Clerk's office and shall be binding on all Owners of Lots in Lynwood Acres.

#### **7.3.1. Allocated Open Space Sub-Areas:**

7.3.1.1. Lot 1: The Open Space subArea assigned to Lot 1 is defined as the area enclosed by connecting points A,B,C and D with lines excluding the 1 acre deeded Lot. Point A is defined as the point where the Western Lot line of Lot 1 extends southerly and intersects with the Southern boundary of Lynwood Acres. Point B is the Southeast corner of Lynwood Acres. Point C is 25' north along the Eastern boundary of Lynwood Acres from where the Northern Lot line of Lot 1 extends easterly and intersects with the Eastern boundary of Lynwood Acres. Point D is 25' north of the Northwest corner of Lot 1 along the northerly extended Western Lot line of Lot 1. A visual of this is on the Open Space subArea plat (exhibit B).

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

7.3.1.2. Lot 2: The Open Space subArea assigned to Lot 2 is defined as the area enclosed by connecting points A,D,E and F with lines excluding the 1 acre deeded Lot. Point A is defined as the point where the Western Lot line of Lot 1 extends southerly and intersects with the Southern boundary of Lynwood Acres. Point D is 25' north of the Northwest corner of Lot 1 along the northerly extended Western Lot line of Lot 1. Point E is defined as the point where the Western Lot line of Lot 2 extends southerly and intersects with the Southern boundary of Lynwood Acres. Point F is 25' North of the Northwest corner of Lot 2 along the northerly extended Western Lot line of Lot 2. A visual of this is on the Open Space subArea plat (exhibit B).

7.3.1.3. Lot 3: The Open Space subArea assigned to Lot 2 is defined as the area enclosed by connecting points E,F, G and H with lines excluding the 1 acre deeded Lot. Point E is defined as the point where the Western Lot line of Lot 2 extends southerly and intersects with the Southern boundary of Lynwood Acres. Point F is 25' North of the Northwest corner of Lot 2 along the northerly extended Western Lot line of Lot 2. Point G is the Southwest corner of Lynwood Acres. Point H is defined as the point where the North Lot line of Lot 3 extends westerly and intersects with the Western boundary of Lynwood Acres. A visual of this is on the Open Space subArea plat (exhibit B).

7.3.1.4. Lot 4: The Open Space subArea assigned to Lot 4 is defined as the area enclosed by connecting points C,I,J and K with lines excluding the 1 acre deeded Lot. Point C is 25' north along the Eastern boundary of Lynwood Acres from where the Northern Lot line of Lot 1 extends easterly and intersects with the Eastern boundary of Lynwood Acres. Point I is the Northeast corner of Lynwood Acres. Point J is defined as the point where the northerly extended Western Lot line of Lot 4 intersects with the Northern boundary of Lynwood Acres. Point K is 25' South of the Southwest corner of Lot 4 along the southerly extended Western Lot line of Lot 4. A visual of this is on the Open Space subArea plat (exhibit B).

7.3.1.5. Lot 5: The Open Space subArea assigned to Lot 5 is defined as the area enclosed by connecting points J,K,L,M,N and O with lines excluding the 1 acre deeded Lot. Point J is defined as the point where the northerly extended Eastern Lot line of Lot 5 intersects with the Northern boundary of Lynwood Acres. Point K is 25' south of the Southeast corner of Lot 5 along the southerly extended Eastern Lot line of Lot 5. Point L is 25' South of the Southwest corner of Lot 5 along the southerly extended Western Lot line of Lot 5. Point M is 531.48' North of Point L along the northerly extended Western Lot line of Lot 5. Point N is equal distance between the Southwest and Northwest corners of Lynwood Acres along the Western boundary of Lynwood Acres. Point O is the Northwest corner of Lynwood Acres. A visual of this is on the Open Space subArea plat (exhibit B).

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

7.3.1.6. Lot 6: The Open Space subArea assigned to Lot 6 is defined as the area enclosed by connecting points L,M,N and H with lines excluding the 1 acre deeded Lot. Point H is defined as the point where the South Lot line of Lot 6 extends westerly and intersects with the Western boundary of Lynwood Acres. Point L is 25' south of the Southeast corner of Lot 6 along the southerly extended Eastern Lot line of Lot 6. Point M is 531.48' North of Point L along the northerly extended Eastern Lot line of Lot 6. Point N is equal distance between the Southwest and Northwest corners of Lynwood Acres along the Western boundary of Lynwood Acres. A visual of this is on the Open Space subArea plat (exhibit B)

**7.3.2. Rights And Responsibilities For Open Space Sub-Areas:** Each subArea of the Open Space is to be maintained by the Owner of the Lot that is assigned the subArea by Exhibit B. "Maintenance" is considered to mean keeping the areas free of trash and debris, removing fire hazards, and keeping the sub-areas in their natural conditions as much as reasonably practical. In consideration of this ongoing duty, the Lot Owner is granted the right to exclusive use of the assigned subArea. This includes the right to exclude other owners, lessees and guests from the subarea if so desired. The exclusive use rights are, however, subject to all prior legal rights (e.g. easements, roads, service facility use) that exist when the Owner acquires exclusive use rights by purchasing a Lot in Lynwood Acres. Each Owner's use of the assigned subArea is subject to the rules and regulations of Lynwood Acres and wildlife requirements imposed by Deschutes County's land use approval of the Lynwood Acres Subdivision (County File No. CU-99-43/TP-99-902).

**7.3.3. Additional Rules And Restrictions For Open Space Use:** The following additional rules and restrictions apply to the use of the Open Space:

7.3.3.1. The land is to be preserved in its natural condition as much as practical. Fencing complying with Deschutes County requirements for Wildlife Combining Zone / Deer Migration Area (DCC 18.88.070) may only be installed with written approval of the HOA Architectural Committee and the HOA board. Owners proposing fencing on their assigned open space must submit a fencing plan showing location and fencing characteristics for approval by the HOA.

7.3.3.2. The Open Space land assigned to lots 4, 5 and 6 (on the northern side of Lynwood Lane) may be used as pasture for horses. Keeping of horses on Open Space land assigned to lots 1, 2 and 3 is not permitted.



## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

7.3.3.3. Buildings for the purpose of keeping horses on the open space for lots 4, 5 and 6 which receive approved building permits from Deschutes county and written approval from the Lynwood HOA Board are allowed. Plans for such structures, including size, dimensions, materials, elevation sketches of appearance, and specific location must be submitted to the Lynwood Architectural review committee for review and approval. Prior to construction, any buildings or structures approved for erection on the open spaces, because of their placement on land owed by the Association, require a Memorandum of Agreement to be signed between the HOA board and the requesting lot owner outlining responsibilities for maintenance, tax payment and insurance (including liability) for the structure in question.

7.3.3.4. Trails are permitted on the open spaces, subject to restrictions against indiscriminant generation of ruts and damage to vegetation made by ATVs, motorbikes, bicycles, etc.

## 8. OTHER GOVERNING DOCUMENTS

### 8.1. Lynwood Acres Rules And Regulations.

*Note: General and detailed rules, restrictions and regulations established for Lynwood Acres are contained in the Rules and Regulations document of the Lynwood CC&Rs.*

8.1.1. **Intent And Scope Of Authority:** The Lynwood Rules and Regulations provide guidelines, rules, restrictions, regulations and procedures for the following:

8.1.1.1. For speed, parking, and other traffic controls and restrictions on vehicles using Lynwood private ways.

8.1.1.2. For the manner in which the Open space may be used by Owners, their Lessees and Guests.

8.1.1.3. For charges for services to be supplied by the Association.

8.1.1.4. For the reasonable control of noise, animals, litter, nuisances, safety hazards, and the conduct of Owners, their Lessees and Guests, while in Lynwood Acres.

8.1.1.5. For the conditions upon which the Guests of Owners and Lessees at Lynwood Acres will be entitled to access to Private Ways and Open space.

8.1.1.6. For any other rule or regulation that the Board determines to be appropriate for regulating the use and enjoyment of Lynwood Acres.

### 8.2. Architectural Rules And Regulations.

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

*Note: General and detailed rules, restrictions and regulations established for Physical Improvements within Lynwood Acres are contained in the Architectural Rules and Regulations document of the Lynwood CC&Rs.*

8.2.1. The Architectural Rules and Regulations govern the installation, maintenance and modification of physical improvements within Lynwood Acres. The Architectural Review Committee (see section 9 ) is the duly elected committee comprised of HOA members tasked with oversight of physical improvements within Lynwood Acres.

### **8.3. Bylaws**

*Note: The Bylaws established for the organization and administration of Lynwood Acres HOA, its Board of Directors, committees, procedures, meetings, etc., are contained in the Lynwood Acres Bylaws document of the Lynwood ACRES CC&Rs*

8.3.1. The Lynwood Acres bylaws govern the organization and administrative operation of Lynwood Acres, including the conduct of meetings, election of officers, amending the CC&Rs, etc.

## **9. ARCHITECTURAL REVIEW COMMITTEE.**

### **9.1. Establishment and Responsibilities**

The Architectural Review Committee is the duly elected body of HOA members tasked with oversight of physical improvements within Lynwood, including: Review and approval (or disapproval) of plans for proposed improvements by lot owners; granting of waivers to the Architectural Rules and Regulations, when appropriate; determining compliance and non-compliance with the Architectural Rules and Regulations; and under the direction of the Board of Directors, enforcing the Architectural Rules and Regulations within Lynwood.

### **9.2. Details Contained In Arch Rules And Regulations**

Specific functions, responsibility and authority of the Architectural Rules Committee are provided in the Architectural Rules and Regulations document of the Lynwood CC&Rs.

### **9.3. Membership And Election Procedures**

Membership and election procedures are provided for in the Lynwood Bylaws document of the CC&Rs .

## **10. DUES, ASSESSMENTS AND GENERAL FUND.**

### **10.1. Right to Impose Dues and Assessments:**

The Lynwood Acres Association shall have the right to impose annual Homeowners Association dues, as well as special assessments as needed from time to time to pay the legitimate expenses of the HOA. The association shall also have the right to collect from lot owners the Deschutes County property taxes imposed on the Lynwood Open spaces.

**10.2. Annual Dues:**

The treasurer of the HOA shall prepare an annual budget including all known or projected routine expenses for the coming year, and recommend annual dues sufficient to meet these expenses at the annual HOA meeting. Acceptance of the budget and establishment of annual dues requires a 2/3 majority vote of lot owners. Expenses typically covered by annual dues are electrical power for the Lynwood water system, quarterly quality and safety testing of the Lynwood water supply, HOA insurance, Annual HOA Oregon State Incorporation fee, etc. The HOA Board, at its discretion, may grant an exemption from the electrical expense portion of the annual dues for any owner who has not yet built a house on their lot, since such owner receives no direct or indirect benefit from the electrical power consumption by the water system.

**10.3. Prorated taxes:**

County property taxes billed to the Lynwood HOA for Open Space areas owned by the HOA are charged on a pro-rated basis to the individual Lot owners, based on the proportion of open space acreage assigned to each lot owner. These amounts will be added to the Annual dues established and promulgated for each lot owner. Due to zoning and the unimproved status of the open spaces, County property taxes on open space are quite small relative to taxes on improved lots.

**10.4. Special Assessments:**

Special assessments are required from time to time to meet unplanned HOA expenses, such as repair, maintenance or upgrading of the water system, road repairs and maintenance, legal counsel if needed, or other unbudgeted costs. These assessments will be equally applied to all lot owners and promulgated by the HOA Treasurer with approval of the HOA board.

**10.5. Payment deadlines:**

Payment of annual dues and special assessments are due within 30 days of official notification to lot owners and will be considered delinquent if not paid within 40 days of notification. Notification of annual Dues will be done by email from the Treasurer to all owners after approval at the annual HOA meeting. Notification of special assessments will be done by email within one week of the HOA incurring the expense which necessitates the assessment. Remedies for delinquency in payment of debts owed to the HOA will be handled in accordance with procedures contained in the Rules and Regulations document. In cases of very large unexpected expenses requiring a special assessment, the HOA board at its discretion may extend the payment deadline.

**10.6. Joint and Severable Liability.**

If a Lot's Ownership is comprised of more than one person, each shall be jointly and severally liable for any and all Assessments and charges.

**10.7. General Fund.**

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

The Association shall keep all funds which it may collect in a single general fund maintained at a local bank. Included among the monies which are to be paid into the general fund are all Dues, special assessments, penalties, Architectural Review Committee fees, interest, and payments to reimburse the Association for monies expended from the general fund. All records of income and expenses, as well as bank account records shall be maintained by the Treasurer and available for inspection by any interested lot owner at any reasonable time. Funds from this account shall be used to pay for the following purposes:

10.7.1. Payment of the cost of acquiring, developing, maintaining, repairing or improving Private Ways, Open space, and Association-owned service facilities (e.g. Water system, well, pumps, piping, roadway, etc.) available to serve all of the owners.

10.7.2. Payment for services and utilities necessary for continued operation of Lynwood, such as Electric bills, water testing bills, etc.

10.7.3. Payment of government fees and taxes, including Oregon State non-profit corporation fee and taxes/assessments levied against Private Ways, Open Space and service facilities.

10.7.4. On an as needed basis, payment of the cost of providing security patrol, police services, fire prevention and control, utilities, snow removal services, garbage and trash disposal services or other services deemed by the board to provide appropriate benefit to the Association.

10.7.5. Payment of the cost of insurance, including but not limited to, insurance protecting the physical service facilities owned by the Association, as well as liability protection for the HOA and for its Directors, Officers, and Committee members in performance of their functions and activities in the administration of Lynwood Acres.

10.7.6. Payment of any costs of enforcing the provisions contained in the Lynwood CC&Rs

10.7.7. Payment of the reasonable expenses and fees of the Board, Architectural Review Committee, and such other special appointed committees, if needed, to serve the Association.

10.7.8. Payment of costs, if any, incurred in collecting properly imposed Dues and Assessments.

10.7.9. Reimbursement of any member who incurs out-of-pocket expenses to secure services or materials for the Association that are specifically approved by the Board, pending the collection of special assessments to cover the expense.

### **10.8. Annual Accounting.**

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

Within 30 days following the close of each fiscal year the Association shall provide to each Owner an accurate accounting prepared by the Treasurer that displays the amount and nature of all income and all disbursements during the year together with a statement of the assets and liabilities of the Association at the close of fiscal year. This accounting will normally be conducted at the Lynwood annual meeting. The Association shall maintain records of all income and disbursements, which shall be open to inspection by any Owner at any reasonable time at the principal office of the HOA.

### **10.9. Audits.**

A formal audit of the financial accounts of Lynwood Acres may be requested by any member of the HOA following the presentation of the financial accounting at the annual HOA meeting. Audits may also be required by the Board of Directors at other times, at their discretion. All audits will be conducted by a member of the HOA (other than the treasurer) assigned by the Board, unless unusual circumstances indicate, in the judgment of the Board, the need for a CPA to conduct the audit. The decision to obtain the services of a CPA rests with the Board of Directors. Results of all audits will be published to the HOA membership.

## **11. ENFORCEMENT OF RULES, RESTRICTIONS AND COVENANTS**

### **11.1. Right of Enforcement.**

The Lynwood Acres Homeowners Association, acting through its Board of Directors, shall have the right to enforce all Covenants, Restrictions, Conditions, Reservations, Rules and Regulations, liens, and charges imposed by the provisions of the Master Plan and associated C&R documents.

### **11.2. Non-Waiver of Right To Enforce:**

Any instance(s) in which the Board or the ARC fail to enforce any of the CC&Rs shall not be deemed a waiver of the right to do so in the future, nor shall it be construed as tacit approval of a condition or action that is not in compliance with the CC&Rs.

### **11.3. Right of Inspection:**

After becoming aware of conditions that give reasonable cause to suspect non-compliance with the CC&Rs on any lot or open space, the members of the Board and or the Architectural Review Committee have the right to enter the lot or open space in question to assess the nature and extent of the suspected violation. This right does not include entry into any residence, garage, barn, vehicle or other building on the lot or open space. When practical, the Board or committee will give reasonable notice to the homeowner prior to entry upon the lot or open space. Such entry on a lot or open space shall not be deemed to constitute a trespass or otherwise create any right of action in the Owner or occupant of such Lot.

## **12. DEFAULT IN PAYMENT OF DUES, ASSESSMENTS AND CHARGES.**

### **12.1. Remedies For Delinquencies.**



## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

Each financial obligation to the HOA by an owner as the result of dues, assessments or penalties properly imposed in accordance with the CC&Rs shall be a separate and personal debt of the owner. If the owner fails to pay any such debt to the Association when due and the debt becomes delinquent (in the absence of extenuating circumstances such as absence on travel, serious family illness, etc.) the owner is considered in default. Under the procedures contained in the Rules and Regulations document the HOA has the authority to file a lien against the defaulting homeowner's property and to take other civil actions as necessary to achieve payment of the debt. Such serious actions by the HOA are only foreseen in the event of repeated requests for payment and non-responsiveness of a delinquent owner.

### **12.2. Expenses and Attorneys' Fees.**

Legal fees and other collection costs that may be incurred by the HOA for collection of just debts from owners will be assessed to the delinquent owner.

### **12.3. Non-Exclusiveness Of Remedies.**

Election by the Association to pursue any remedy for enforcement or collection of just debts shall not prevent concurrent or subsequent exercise of another remedy permitted by law. The remedies provided in the CC&Rs are not intended to be exclusive but are in addition to any other remedies, including actions for damages or suits for injunctions or specific performance available under applicable law.

### **12.4. Miscellaneous Provisions.**

12.4.1. Severability. The Master Plan, Rules and Regulations, Architectural Rules and Regulations and Bylaws of Lynwood acres constitute one comprehensive set of CC&Rs. Nevertheless, each provision of the CC&Rs shall be deemed independent and severable, such that the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

12.4.2. Use of Plural, Singular and Gender Based Pronouns. As used throughout all Lynwood CC&R documents, the singular pronouns shall include the plural, and the plural pronouns the singular. Masculine and neuter pronouns shall each include the masculine, feminine and neuter, as the context requires.

12.4.3. Providing of Copies of the Lynwood CC&Rs.

12.4.3.1. Electronic copies of current Lynwood Acres CC&Rs in PDF format will be provided by the Secretary to all members of Lynwood acres, and upon request, to realtors or prospective buyers of Lynwood properties.

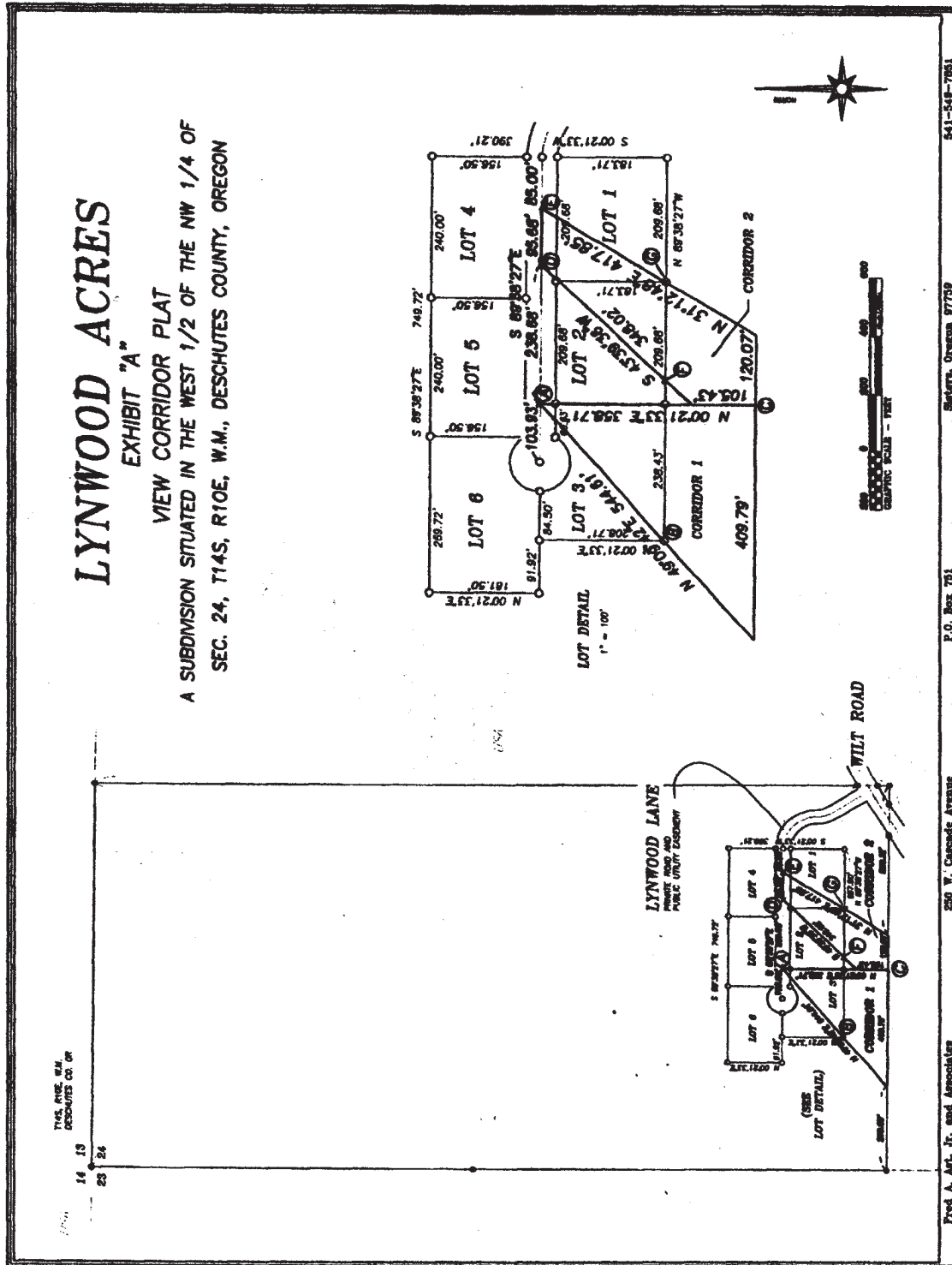
12.4.3.2. Paper copies of the Lynwood acres CC&Rs may be obtained upon special request and payment of reasonable reproduction /copying expenses.

## LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

12.4.4. Notices, Applications And Correspondence To the HOA. Any notices, correspondence or applications to the HOA permitted or required by the CC&RS may be delivered to the Secretary, either personally, by mail, or by email. For mailing purposes, the address of the Lynwood Acres HOA is considered to be the home address of the HOA Secretary (Currently 16865 LYNWOOD LANE, SISTERS OR 97759).

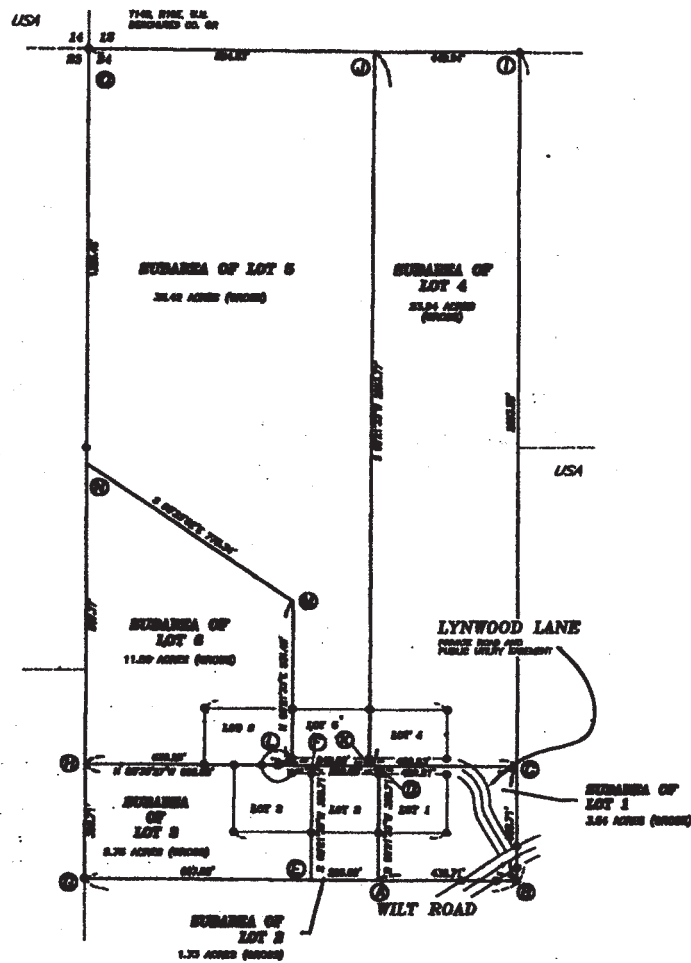
LYNWOOD ACRES MASTER PLAN, ADDENDUM 2

12.5. EXHIBIT A: VIEW CORRIDORS



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**LYNWOOD ACRES**  
**EXHIBIT "B"**  
**OPEN SPACE SUBAREA PLAT**



**Errol A. Jett, Jr. and Associates**      280 W. Cascade Avenue      P.O. Box 704      Eugene, Oregon 97403      541-646-7051

## BYLAWS OF LYNWOOD ACRES

Approved by Lynwood Acres Homeowners Association on 22 June 2015

**Note: This Document Supersedes and Replaces the original (2000) Lynwood Acres Bylaws in their Entirety (Deschutes County Recording Vol 2000 Page 43473).**

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# LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

## 1. INTRODUCTION

### 1.1. Name and Location of Association

The name of this nonprofit corporation is Lynwood Acres Homeowners Association. Its principal office is located at the residence of the Association's Secretary situated in Lynwood Acres, located within Deschutes County. Further information about the Association is contained in the Lynwood Acres Master Plan. The Mailing address of the HOA is 16865 Lynwood Lane, Sisters Oregon, 97759. While this may change in the future, the small size of the community and close proximity of the six Lynwood lots ensures that correspondence sent to the above address will reach the Lynwood HOA as intended.

### 1.2. Governing Documents

The Lynwood Acres Covenants, Codes and Restrictions (CC&Rs) are the governing documents for the management and administration of the Association and of the property under the purview of the Association. The Lynwood Acres CC&Rs are collectively the four documents recorded with Deschutes County consisting of:

- Lynwood Acres Master Plan
- Lynwood Acres Bylaws
- Lynwood Acres Rules and Regulations
- Lynwood Acres Architectural Rules and Regulations

## 2. MEMBERSHIP IN LYNWOOD HOA

### 2.1. Membership Qualifications:

Every Lot Owner shall be a member of the Lynwood Homeowners Association. If a lot is owned jointly by two or more persons, each joint owner is considered a member of the HOA. If a lot is owned by a trust or similar entity, the named trustee(s) of the trust (or executor, if an estate) are considered members of the HOA.

### 2.2. Right to Vote.

In all matters requiring a vote by HOA members in accordance with Lynwood CC&Rs, the member or members owning each lot shall have the right to cast a single combined vote. (One lot, one vote). Any one of a jointly owned lot's members may cast the vote for that lot. In the event that joint owners of a lot disagree among themselves as to the manner in which their vote or right of consent shall be exercised with respect to a pending matter, the vote or right of consent involved shall then be disregarded completely for that lot.

### 2.3. Other Rights and Privileges.

## LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

Every member of the Lynwood Association in good standing shall have the right to the use and enjoyment of the Association's Open Space and Private Ways subject to the provisions of the Rules and Regulations of the Lynwood Association, and each member has the right to similarly grant permission to his Guests to use the Open Space and Private Ways.

### **2.4. Suspension of Rights and Privileges.**

All rights and privileges (including voting privileges) granted to membership in the Lynwood Association may be suspended by action of the Board of Directors for any member who is declared by the Board to be not in good standing due to repeated, continuous or flagrant violations or abuse of the CC&Rs by either the member, a member of that person's household, or a guest of that person. Prior to such action, the person must be first provided with at least thirty (30) days prior notice in writing (which may be by means of email) setting forth the proposed suspension, the grounds for the suspension, the corrective actions needed in order to avoid suspension, and the duration of the suspension. Such notice will advise that the member may appeal the action provided that such appeal is filed in writing (by letter or email) with the Lynwood Association within fifteen (15) after the date of the suspension notice. An informal hearing of the appeal before the Board of Directors may be granted if requested by the member. When a suspension of membership privilege has occurred solely as a result of a delinquency in the payment of amounts due to the Lynwood Association, the suspension shall immediately terminate upon the receipt by the Lynwood Association of the full amount of the delinquency.

### **2.5. Termination of Membership.**

Membership in the Lynwood Association shall terminate upon the transfer of the fee simple title to a Lot to another owner.

## **3. BOARD OF DIRECTORS**

### **3.1. Composition of the Board.**

The power to govern the affairs of the Lynwood Association shall be vested exclusively with the Board of Directors. The Board of Directors is comprised of at least Three (3) HOA members in good standing, serving in the positions of President, Vice President, and Secretary-Treasurer. The position of Secretary-Treasurer may be divided into two positions held by one member as Secretary and one member as Treasurer. The Directors may be any members of the HOA in good standing, except that no two members of the same household may serve on the Board of Directors at the same time.

### **3.2. Positions and Duties of Officers.**

**3.2.1. President.** The President shall preside at all meetings of the Board and the Lynwood Association. He shall have all of the general powers and duties that are usually vested in the president of an organization.

**3.2.2. Vice President.** The Vice President will substitute for the President in his absence. He shall also perform such other duties as may be delegated to him by the President.

## LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

**3.2.3. Secretary/Treasurer.** (If the positions of Secretary and Treasurer are held by a single individual, that individual will perform the functions of both, as delineated below). The Secretary shall keep records of all meetings of the members of the Lynwood Association and of the Board; shall notify all members of all HOA meetings in advance; shall keep appropriate records of the names and addresses of the Lynwood Association members, and shall perform other duties incident to the office of Secretary. The Treasurer shall maintain custody of and be responsible for all the funds of the Lynwood Association and will keep such funds in the name of the Lynwood Association in a local bank. The Treasurer will pay all legitimate bills and invoices for the Association (endorsing checks in the name of the Lynwood HOA) and maintain accurate, auditable accounts of all income and expenditures as well as current balances in the Association's account. The board will be notified by the treasurer for any expenditure over \$500. If neither the President or Vice President is able or available to act on any matter, the Secretary-Treasurer shall act in his place.

### **3.3. Terms.**

Officers of the Board shall be elected for a term of two years to fill vacancies caused by the expiration of terms. In the event a position on the Board becomes vacant prior to the end of that officer's term, the remaining members of the Board will appoint another member of the HOA to fill the remainder of that officer's term. Elections of Officers shall take place at the Lynwood Annual HOA meeting. Terms shall commence on the first day following the election. A member may serve more than one term as an officer of the Board of Directors.

### **3.4. Election Procedures.**

Nominations for officer positions shall take place at the Annual HOA meeting prior to voting for replacements for Directors whose terms are expiring. Votes will be cast in turn for each vacant position. The candidate who receives the most votes for a given position will be deemed elected to serve in that position. If no member raises an objection, election of officers may be done by acclamation with a voice vote, rather than tallying individual votes.

### **3.5. Removal of a Board Member:**

A Board of Directors member may be removed prior to completion of his/her elected term by votes cast at the annual HOA meeting or special HOA meeting convened with a quorum. Presentation of just cause, and oral arguments by the member and those in favor of removal shall be allowed. A majority vote of 4 out of 6 lot owners is required to effect removal of the board member. The remaining Board members will then appoint a new board member to fill out the remainder of the removed member's term.

### **3.6. Compensation.**

An officer of the Board is not entitled to receive financial compensation for service as a member of the Board of Directors. An officer may be reimbursed for any legitimate expense which he incurs on behalf of the Lynwood Association, provided such expenditure is adequately substantiated and approved by the President and the Treasurer.

### **3.7. Meetings of the Board of Directors**

3.7.1. Meetings of the Board of Directors shall be held as necessary to review issues under the Board's purview, conduct the business of the Association, or decide on matters brought before the board in accordance with the CC&Rs of Lynwood Acres. When input from HOA members is considered necessary or appropriate by the Board, it will extend an invitation to HOA members to attend. Such meetings shall be announced by email as soon as they are scheduled.

3.7.2. In lieu of physical meetings, the Board of Directors at their discretion may consult, conduct routine business, render decisions, and perform their collective duties by means by phone and email communication. Any decisions reached in this fashion that require written documentation in accordance with the provisions of these CC&Rs shall be recorded in writing and filed in the records of the HOA by the Secretary. Notification of such decisions shall also be provided in writing or email to all HOA members. Any member of the Board may request that a meeting of the Board be held in person rather than by phone or email. The option to forgo a physical meeting shall not be exercised for hearings or appeal proceedings for an HOA member who has the right to present oral arguments to the board in accordance with the Lynwood Rules and Regulations.

3.7.3. Communication between the Board of Directors and HOA members: Any HOA member is free to communicate with members of the Board of Directors in person, by phone, writing or email regarding issues, concerns or decisions that are before the board. In a timely fashion the board shall keep HOA members informed and solicit input from them regarding scheduling of Annual HOA meetings, any proposed revisions to the CC&Rs, problems with or required repairs of Lynwood roads, water systems, or other facilities, suspicious activity in the community, significant issues under consideration and significant unplanned expenses incurred or anticipated.

### **3.8. Liability and Indemnification of Officers.**

No officer of the Association or member of any Committee of the Association appointed by the Board, shall be personally liable to any member, or to any other party, including the Association, for any damage, distress, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any representative or employee of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith. In the event any action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney fees, incurred in the defense of such action, including any settlement thereof. In the event the Association is required to pay such costs, the Association shall be entitled to reimbursement from the general Fund established pursuant to the Master Plan of Lynwood Acres. Such expenditures from the general fund will be recouped by special assessment of the members. The Board shall be responsible for obtaining insurance, to the extent possible, to provide indemnification provided for in this section.



LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

**3.9. Committees**

The Board of Directors may appoint separate Committees, at its discretion, to assist in the operation of the affairs of the Lynwood Association. Such Committees shall exercise the duties that the Board of Directors shall give them. Committee members need not be members of the Board of Directors but shall be members of the Lynwood Association.

**4. ASSOCIATION MEETINGS**

**4.1. Place of Meetings**

Meetings of the Association membership shall be held at the principal office of the Lynwood Association or at such suitable place convenient to the membership as may be designated by the Board of Directors

**4.2. Annual Meetings.**

A formal meeting of the members shall be held annually at a day and time fixed by the Board of Directors. Timing of the meeting should be as close practicable to the end of the fiscal year. Effort shall be made to schedule the annual meeting at a time and date when the largest number of members can attend.

**4.3. Special Meetings.**

Special meetings of the HOA may be called at any time by the Board of Directors, or upon written (including email) request of at least one third of the members.

**4.4. Notice.**

The Secretary will communicate with the HOA to determine the most practical time and date for the annual meeting, and to notify the HOA membership of the scheduled meeting (by phone call, email or written letter) at least 10 days in advance of the meeting. The Secretary shall notify HOA members of any special meetings as soon as practical after a date and time is chosen.

**4.5. Quorum.**

At any meeting of the Lynwood Association the owners of at least four of the six lots, present in person or by proxy, shall constitute a quorum. When a quorum is once present to organize a meeting, the quorum is considered to remain in effect even if there is a subsequent withdrawal of a Lot Owner or Owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting until a quorum can be gathered.

**4.6. Number of Votes**

At any meeting of the Lynwood HOA where voting takes place, members present, whether in person or by proxy, shall have the right to cast one vote for each Lot in conformance with Section 1.2.

**4.7. Proxies**

## **LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)**

A member may vote (or be considered present for quorum purposes) in person or by proxy authorization executed in writing by the member and filed with the secretary. Such proxy authority may be granted to other HOA members or to tenants currently under rental contract to a lot owner. Every proxy shall be revocable by the granting owner and shall automatically terminate upon termination of membership of the granting member.

## **5. BOOKS, RECORDS, AND AUDITS**

### **5.1. Inspection by Members.**

The books, records and papers of the Lynwood Association shall be maintained in order at the principle office of the association, and shall be available at any reasonable time for inspection by any member of the Association.

### **5.2. Audits.**

An audit of the financial records and accounts of the association may be requested at the annual meeting by any member of the association. In such case, the Board of Directors will appoint a member of the HOA other than the Treasurer to conduct such an audit and report back to the Board. Results of such an audit shall be published to the HOA membership. In special circumstances, an audit by a CPA may be directed by 2/3 majority of the board.

### **5.3. Execution of Instruments.**

All checks, drafts, notes, bonds, acceptances, contracts, approved amendments to the Lynwood CC&Rs and other instruments shall be signed by the Secretary or in his absence one of the other members of the Board of Directors.

## **6. AMMENDING CC&R DOCUMENTS**

### **6.1. Power to Change the CC&Rs.**

Any and all documents comprising the CC&Rs of Lynwood Acres may be revoked, replaced, modified, added to, or superseded by agreement of 2/3 majority vote by members of the Lynwood HOA, using the procedures outlined below.

### **6.2. Procedures for Changing Lynwood Acres CC&Rs.**

6.2.1. Any Lynwood lot owner may propose a change to one or more of the Lynwood CC&R documents. Likewise the Board itself may propose changes to any of the CC&R documents. Such proposal(s) must be done in writing, either by letter or Email to the HOA Board of Directors, including justification for the proposed change(s). Proposed changes may consist of deletions, modifications, additions and reorganization of text, up to and including re-writing of all or part of the CC&R documents.

## LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

6.2.2. The HOA secretary will, within 10 days of receiving the proposal, notify all HOA members of the proposed change (using either written letter or email) and solicit written comments from each HOA household. The period for receipt of comments will be 10 days after the request for comments, unless extended by the Board due to unavailability of an HOA member. Comments may be made by written letter or email addressed to all board members. An HOA member may request the Board to hear oral comments, in which case the Board will convene a special Board meeting within a reasonable period of time (to which all HOA members will be invited) for presentation of the member's oral comments.

6.2.3. The proposed change(s) and all comments received will be carefully reviewed by the board. At the discretion of the Board, this review may be conducted at a Board meeting, or individually, with any necessary discussion among the board members accomplished by conference call or by email exchanges on which all board members are copied. The Board will draft (or appoint an individual to draft) the proposed changes into a draft Amendment to the existing CC&Rs as recorded with Deschutes County. For lengthy or complex changes, the Board may hold reading sessions to adjust the language in the draft changes as necessary. Upon completion of the draft document, the board will confirm, to the best of its ability that the draft Amendment:

- Is correctly, appropriately and clearly worded
- Meets the intent of the proposed change(s)
- Does not introduce any conflict or confusion with regard to any other portions of the CC&Rs
- Does not conflict with Oregon statutes or regulations nor with the 1999 Conditional use Permit granted for Lynwood Acres

6.2.4. Upon conclusion of the Board that the proposed Amendment meets the above criteria, the Secretary will provide electronic copies of the proposed Amendment to all members of the HOA by email (or in hard copy for any member so requesting) and request a vote from each lot owner to approve or disapprove the proposed change. Lot owners votes will be made via written notification or email to the HOA secretary, for inclusion in HOA records, with copy to the other board members. A 30 day period is allowed for voting following the request to vote.

6.2.5. During this 30 day voting period HOA members may consult with any member of the Board regarding questions or clarifications about the proposed changes. Additionally, any member may request a special meeting of the HOA to present or hear arguments in favor of the proposed changes.

6.2.6. If a 2/3 majority of lot owner votes (one lot, one vote) approve of the proposed Amendment, the HOA board will adopt the change and enter it into the written record of the HOA Rules and Regulations, maintained at the HOA Office. The HOA Secretary will notify and provide electronic copies of the adopted amendment to all HOA members and upon request by a member, will provide paper copies. The Board will also provide written or email notification to all HOA members if the proposed change failed to pass.

## LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

6.2.7. As soon as administratively practical, the HOA secretary will submit the modified regulations to the Deschutes County clerk for recording with the official Lynwood HOA CC&R records. The CC&R changes officially become effective and enforceable upon recording with the County. The secretary will notify all HOA members of the recording date. Any fees required for the recording shall be paid from the General Fund.

6.2.8. In the event an approved and recorded amendment to the CC&Rs proves to be unworkable, causes unforeseen adverse consequences, or becomes objectionable for other reasons, that amendment may be revoked in whole or in part, using the change procedures outlined above.

6.2.9. Note: Notwithstanding the foregoing procedures, any proposed modification to the CC&Rs which in any way alters the configuration or assignment of Open Space subAreas to Lot Owners established under the Master Plan and Exhibit B shall require the consent of ALL lot owners.

### **6.3. Numbering and Nomenclature of Future Changes to CC&Rs:**

Potential for confusion in what to call *future* changes to the Lynwood CC&Rs exists because the three additional components of the CC&Rs added in 2000 were designated as "Amendment 1 to the Master Plan", and this (2015) re-write of all four documents is designated as "Amendment 2 to the Master Plan". Since the four documents together comprise the Lynwood CC&Rs (with the Master Plan being one of the four), confusion in future will be avoided by using the following convention:

*Any future additions, changes, deletions or revisions to any or all of the four CC&R documents will be titled "Amendment \_\_\_\_ to the Lynwood Acres CC&Rs", where the blank will be numbered sequentially beginning with the number 3. (Since Amendments 1 and 2 have already been used).*

## **7. APPEAL OF DECISIONS**

### **7.1. Right to Appeal**

Any, owner, or lessee of a Lynwood property has the right to file a written appeal with the Board of Directors with respect to any of the following circumstances: a citation or notification of violation of the CC&Rs; the imposition of a fine or penalty; a decision (either a disapproval or an approval) or an order of the Architectural Review Committee; an alleged failure of the Board or Architectural Review Committee to perform a duty; a request to the board to compel another party to cease a violation of the CC&Rs; or failing to act in accordance with the Association's CC&Rs or the best interests of the Association.

### **7.2. Appeal and Hearing Procedures:**



## LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

7.2.1. Lot owner or tenants leasing the home of a lot owner may appeal (contest) any of the paragraph 7.1 actions or decisions by the Board of Directors, Architectural Review Committee, or their designated enforcement authority.

7.2.2. The appealing person(s) must file a written appeal with the Association Board within ten (10) days of receiving notification of the action or decision that is being appealed. Appeals may be filed by email addressed to all members of the Board. Appeals must include reference to the specific action or decision that is being appealed, and must cite justification for the appeal and requested remedy or alternate decision that the appellant desires from the Board.

7.2.3. For all such appeals received, the Board shall appoint a Hearing Panel to adjudicate the case, consisting of one member of the HOA board and one other HOA member. In the interest of impartiality, neither the appellant nor any HOA member against whom the appellant may be seeking individual action, if any, shall be appointed as a Hearing Panel member. The panel shall set a time within ten (10) days of receipt of the appeal to conduct a hearing unless a longer delay is mutually agreed among all involved parties. The hearing will be announced to the HOA and any member of the HOA may attend.

7.2.4. The hearing shall be conducted informally and all involved parties will be entitled to present written or oral testimony or other evidence in support of their position. The Hearing Panel will then render its decision within three days of the hearing completion. The decision of the Panel must be unanimous and in writing. The written Hearing Panel's decision will detail the original citation or action that precipitated the appeal, summarize the arguments made by all parties during the hearing, including evidence presented, and provide the justification for the decision rendered. A copy of the Hearing Panel's decision will be provided to the appellant and to all other HOA members. Email suffices to meet this purpose. The panel's decision when rendered shall be final and binding upon all parties. A written copy of the appeal and the Hearing Panel's decision will be filed in the HOA records by the Secretary.

## 8. MISCELLANEOUS

### 8.1. Notices.

All notices or correspondence to the Lynwood Association or to the Board of Directors should be sent to the principal office of the Lynwood Association or by email to the Secretary /Treasurer of the Association. All notices to any Lot Owner will be sent to the mailing address, or email address for that lot owner.

### 8.2. Waiver.

No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been waived by reason of any failure to enforce the same.



## LYNWOOD ACRES BYLAWS (Addendum 2 to Master Plan)

### **8.3. Conflicts.**

These Bylaws are intended to comply with Oregon non-profit corporation law, the Master Plan of Lynwood Acres, County Ordinances and the Articles of Incorporation. In case of an irreconcilable conflict, such statute, documents and county ordinances shall prevail over these Bylaws.

### **8.4. Fiscal Year.**

The fiscal year of the Association shall be 1 August to 31 July unless formally changed by 2/3 majority vote of the HOA membership.

LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

LYNWOOD ACRES  
ARCHITECTURAL RULES & REGULATIONS

Approved by Lynwood Acres Homeowners Association on 22 June 2015

**Note: This document supersedes and replaces the original (2000) version of the Lynwood Architectural Rules and Regulations in their entirety. (Deschutes County Recording Vol 2000 Page 43473).**

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### 1. ARCHITECTURAL RULES AND REGULATIONS IN GENERAL

#### 1.1. Purpose of Architectural Rules and Regulations

Lynwood Acres is located in an open forest setting that provides mountain views and surroundings of natural beauty and tranquility. In addition to this attractive setting, Lynwood's quality custom homes hold their value due to the mutual cooperation of owners in building and maintaining their properties to high standards. A primary objective of the Lynwood HOA is to maintain these standards and to protect the natural beauty and open-ness of Lynwood Acres---- while at the same time allowing lot owners the freedom to create improvements on their property that are attractive and compatible with the Lynwood environment. This objective is directly supported by the establishment of Architectural Rules and Regulations (ARRs), and the requirement for Architectural Committee review and approval of all proposed improvements and modifications. The ARRs and their enforcement also help maintain superior property values within Lynwood to the mutual benefit of all lot owners. These rules and their enforcement are not intended to discourage or prevent improvements, but to ensure such improvements' locations and characteristics will not adversely impact the appearance and natural ambience of the neighborhood.

#### 1.2. Establishment and Applicability of Architectural Rules and Regulations.

To fulfill the Lynwood Acres objectives the HOA has established comprehensive guidelines, restrictions and regulations governing all physical improvements within Lynwood acres.

1.2.1. No temporary or permanent Physical Improvements shall be made anywhere within Lynwood Acres without conformance to the Architectural Rules and Regulations and the authorization of the Architectural Review Committee (or the Board in the event the ARC decision is appealed to the Board).

1.2.2. As defined in the Lynwood Master Plan, the term "Physical Improvements" includes: Every temporary or permanent building, structure or physical modification, including but not limited to: residential dwellings, barns, sheds, garages, carports, excavations, fencing, walls, signs, driveways, parking lots, swimming pools, ponds, water features, landscaping, irrigation systems, exterior ornamentation, pathways, sidewalks, storage shelters, antennas, satellite dishes, aerial wires or cables, or any other product of construction or installation on or in any lot or open space, including alterations, painting or reconstruction. The term "Improvement" also includes lot clearing, tree cutting, grading and the placement of utility lines upon or under Lots. All of the above types of physical improvements are governed by the Lynwood Architectural Rules and Regulations.

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

### **1.3. Exercise of Fairness and Good Judgment:**

As in the case of Lynwood Rules and Regulations, certain regulations and restrictions carry more importance than others and conformance to them (or violations of them) are taken more seriously. There is no intent to prevent homeowners from installing landscaping features, yard ornaments or statuary, pathways, playground sets, satellite dishes, flags, etc., that are attractive, in good taste, and in locations that do not detract or interfere with the harmonious natural appearance of the community. This being said, one person's idea of yard art may be a carved wooden bear while another's may be a flock of pink plastic flamingos. Thus, HOA oversight is necessary to ensure compatibility of all additions to Lynwood properties. In most cases, approval for such minor items as above may be obtained by a simple email to the Architectural Review Committee with a description and location of the desired improvement. For such things as buildings, paving, fencing, walls, ponds, major excavations, removals of large trees, however, that can significantly impact the appearance of the community, more formality is required in the approval process. When in doubt, members should always contact the ARC.

## **2. ARCHITECTURAL REVIEW COMMITTEE**

### **2.1. Description:**

The Architectural Review Committee (ARC) is the body tasked with oversight and regulation of physical improvements within Lynwood, and with enforcement of the Architectural Rules and Regulations. The ARC consists of three members, serving 2 year terms, elected by the membership of the HOA.

### **2.2. Membership and Election:**

The Architectural Review Committee is elected by the membership of the HOA at the same time and using the same procedures as those prescribed for election of the Board of Directors in accordance with the Lynwood Bylaws. Due to the small number of members within the HOA, Board members may serve concurrently as members of the Architectural Review Committee, or the ARC may include one or more different members of the HOA. The ARC will select a committee Chairman from among themselves. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Architectural Review Committee. Removal or replacement of members of the Architectural Review Committee is accomplished using the same procedures as those for removal or replacement of Directors, as prescribed in the Bylaws.

### **2.3. Decisions by the ARC:**

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

The ARC will use the Architectural Rules and Regulations to evaluate applications for improvements and for determining if non-conformance to the rules and regulation has occurred. All decisions of the Architectural Review Committee will be in writing and recorded with the records of the HOA. All ARC decisions will include justification supporting the decision. The ARC will convey its decisions to affected parties by letter or by email. Decisions of the ARC, whether they are approvals or disapprovals of proposed improvements by lot owners, findings of a violation of the Architectural Rules and Regulations, or requests for corrective actions, all carry the weight and authority of the Board of Directors.

### **2.4. ARC duties:**

2.4.1. The ARC will carefully and expeditiously consider all applications and other matters submitted to it in accordance with the Architectural Rules and Regulations. In the unlikely event outside services (such as architectural or engineering expertise) are required to evaluate a particular application or situation, the ARC may charge a fee to the applicant to recoup the expense of hired services. Such fees shall be paid into the general fund.

2.4.2. In addition to acting on applications submitted for proposed improvements, the ARC shall exercise oversight over private lots and open space within Lynwood to ensure conformance with the Architectural Rules and Regulations is maintained.

2.4.3. If the ARC determines applications for improvements submitted to it are acceptable and conform to the Architectural Rules and Regulations, they will approve the application. If the ARC determines that changes to the proposed improvement are necessary to conform to the intent or letter of the Architectural Rules and Regulations, the Committee will advise the applicant specifically what changes are necessary to make the improvement acceptable, and request a reapplication when changes are affected. If the proposed improvement fundamentally is not in conformance with the Architectural Rules and Regulations and cannot, in the opinion of the board, be made to comply with the Architectural Rules and Regulations, the Committee will disapprove the application. The applicant is bound by covenant made with the Lynwood HOA not to proceed with a disapproved improvement.

2.4.4. Waiver Authority. On a case basis, if a proposed improvement involves what the ARC considers to be a minor deviation from a provision of the Architectural Rules and Regulations that will not adversely impact the attractiveness, natural ambience and overall quality of the community, the ARC may grant a waiver to the provision. Such waivers granted by the ARC will be in writing and recorded with the records of the HOA. The waiver will also be sent by letter or email to all members of the HOA. A waiver of any provision of the Architectural Rules and Regulations done in this manner does not constitute a precedent or a blanket waiver of the applicable provision(s) for future cases.



## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

### **2.5. Meetings.**

2.5.1. The ARC will meet as necessary to review and act upon:

- Applications submitted by lot owners for proposed new construction, installations, or other modifications and improvements requiring ARC approval.
- Evaluate and take appropriate action with respect to conditions identified or alleged which violate existing Architectural Rules and Regulations
- Consider and grant (or deny) requests for waivers to the Architectural rules and Regulations when deemed appropriate by the ARC
- Respond to questions or other issues regarding architectural rules and their application within Lynwood
- Other issues related to the physical character of Lynwood Acres.

2.5.2. At the discretion of the ARC, meetings may be held formally with members present together, or by means of teleconference or email exchange, depending on the complexity of the issue(s) under consideration. If an HOA member desires to make an oral argument before the ARC to justify or clarify an application, appeal or other matter, the ARC will meet formally.

### **2.6. Lynwood HOA Liaison**

If the members of the ARC are different than the members of the Board of Directors, the chairperson of the ARC will act as liaison between the ARC and the Board, keeping the Board informed of all matters before the ARC and decisions as they are made.

## **3. VIOLATION OF A LYNWOOD ACRES ARCHITECTURAL RULES AND REGULATIONS**

### **3.1. Unauthorized Improvements:**

Unauthorized improvements include: (a) Improvements previously approved by the ARC that deviate significantly from the plans, description or locations conveyed to the ARC during the approval process; (b) Improvements for which no request for approval was made to the ARC; or (c) Improvements for which approval was denied by the ARC. Any such improvements are considered violations of the Lynwood Architectural Rules and Regulations

### **3.2. Handling of Unauthorized Improvements:**

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

3.2.1. In the event any owner constructs or installs (or permits to be constructed or installed) on his Lot or assigned open space an unauthorized improvement, the ARC will notify the owner of the violation in writing (email is considered sufficient for this purpose), citing the violation and specific provisions of the Architectural Rules and Regs that are violated. If work is in progress on the improvement, the ARC will issue a stop-work notification. The homeowner is required in this case to cease installation or construction upon receipt of the stop-work notification.

3.2.2. The ARC has the option to require complete removal, or the correction of non-conforming features of any unauthorized improvement. If the board expects the project might otherwise comply with existing ARC rules, the board may consider an after-the-fact application for approval of the project. In the case of unauthorized projects in progress, no further work may proceed until the ARC renders a decision on the application.

3.2.3. If the ARC requires removal or correction of the unauthorized improvement, or the owner fails to apply for post facto approval after being given the opportunity, the owner is required to remove the unauthorized improvement or correct the non-conforming features of the improvement within 30 days of notification by the ARC. The ARC, with consent of the Board of Directors may impose fines of not more than \$100 per week for failure to remove or correct unauthorized improvements beginning 30 days after being directed to do so by the ARC. Such fines will be deposited into the general fund. Failure of the lot owner to pay fines or assessments in accordance with this section is subject to the HOA placing a lien on the owner's property in accordance with the Master Plan and the Bylaws.

3.2.4. In extreme cases of refusal by an owner to cooperate in the removal or correction of unauthorized improvements, the ARC is authorized, with the consent of the Board of Directors, to enter onto the owners lot or assigned open space and remove or correct the unauthorized improvement, or hire agents to accomplish these actions. The Association may charge the non-cooperating lot owner for the reasonable cost of such work.

### **3.3. Right of Inspection Entry.**

The Architectural Review Committee or its designee may at reasonable times, enter upon any Lot or open space within Lynwood Acres for the purpose of determining whether an observed improvement is in conformance with the Architectural Rules and Regulations. Reasonable attempts to give prior notification of the owner will be made before such entry. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action for the Lot Owner. This right of entry does not extend to the interior of any residence or other structure on an owners lot.

### **3.4. Right of Appeal**

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

All Architectural Review Committee decisions are subject to appeal utilizing the appeal procedure contained in the Lynwood Bylaws. The appeal procedure insures that ultimate responsibility for and authority over all Architectural Review Committee decisions rests with the Board of Directors who, by majority vote, may confirm, modify, or reverse any such ARC decision thus appealed. If a notice of violation is appealed by an owner, the remedies prescribed in 3.2.2 and 3.2.3 above will be held in abeyance pending the outcome of the appeal process.

### **3.5. Legal Enforcement:**

3.5.1. The Architectural Rules and Regulations constitute an implicit contract between each lot Owner and Lynwood Acres Association. As such, the provisions of this document may, if all other remedies fail, be enforced by lawsuit for breach of contract. An injunction may be sought, as well as filing of liens, and legal action for monetary damage or any and all remedies provided under Oregon law for the enforcement of the provisions of the Architectural Rules and Regulations.

3.5.2. In the event that Lynwood Acres Association brings any suit or action to enforce any provision contained in the Master Plan or the Architectural Rules and Regulations or to collect any associated fines due to it or to foreclose a lien, the defendant in such suit or action shall be responsible for all costs which the HOA incurs in such suit or action.

## **4. LIABILITIES.**

### **4.1. Non-Liability for Damages**

Neither the Architectural Review Committee nor any member thereof nor any other person assisting in the review or enforcement process shall be liable to any owner or the Association or any party for any damage, loss or distress suffered or claimed on account of any action or failure to act by the ARC or a member thereof, provided that the member(s), in accordance with actual knowledge possessed, acted in good faith.

### **4.2. Non-Liability for Enforcement of Governmental Statutes, Regs or Codes**

The Architectural Review Committee is not responsible for the administration or enforcement of land-use or building standards imposed by the State of Oregon, or Deschutes County. The ARC will not consider and assumes no responsibility for the structural integrity or capacity, safety features, or building code compliance of the proposed improvements or structures which it may approve. Neither is the Architectural Review Committee responsible for the internal operation or functional integrity of any Improvement or the condition of the site on which the Improvement is constructed. The ARC, members of the ARC or any person acting on behalf of the ARC or the Association carrying out its assigned responsibilities, shall not be held liable for claims of loss, damage or prejudice for actions, or failure to act, provided that they are acting in good faith in accordance with knowledge actually possessed.

## **5. APPLICATION AND APPROVAL PROCEDURES**

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

### **5.1. New Residential Construction**

New construction applications receive careful scrutiny by the ARC due to the sizeable impact and permanence of new construction. A Preliminary Approval of a new construction project is required to verify acceptability of the proposed structure's basic design, size, appearance and location. Preliminary Approval provides the opportunity to advise the owner of changes that may be requested by the committee before additional time and money are expended by the owner. A Final Approval prior to commencement of construction is required to verify and accept details of the plans, confirm that any changes since the preliminary approval still conform to the ARRs, verify precise layout of the footprint of the structure, and approve of proposed color schemes, landscaping plans, fencing plans, etc.

#### **5.1.1. Preliminary Application and Approval Requirements.**

5.1.1.1. Site Plan: Application for preliminary approval shall include a complete site plan at an approximate scale of 1" equals 20'. The site plan shall include the perimeter dimensions of the Lot, designated view corridors if building on Lots 1,2, and 3, identification of trees planned for removal, easements if any, setbacks as shown on the applicable subdivision plat, and preliminary landscaping plans if available (In particular, planned size of irrigated lawn areas).

5.1.1.2. Building elevations: Four elevations at a scale of "1/4" equals 1' shall be submitted showing the proposed Improvement. The elevations shall be designated "North, South, East and West", and shall include a list of proposed exterior materials.

5.1.1.3. Floor Plan: A floor plan of a scale of 1/4" equal 1' shall be submitted showing the proposed Improvement.

5.1.1.4. Other Data: The Application shall also specify the name, address, email and phone number of the contractor and Architect.

5.1.1.5. Action by the ARC. The ARC will act expeditiously to review the preliminary application. Nominal timeframe for preliminary review is less than one week unless one or more members of the ARC are unavailable. The ARC will discuss any issues regarding the proposed plans with the owner by phone, email or in person and advise of any changes required. When the ARC deems the preliminary plans to be acceptable, the Chairman will notify the owner in writing by letter or email. Preliminary approval does not authorize commencement of tree removal, excavation or construction in any way. Preliminary approval expires 6 months after notification of approval. Preliminary approvals are not transferrable from one owner to a subsequent owner.

#### **5.1.2. Final Construction Application and Approval**



## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

Before any new residential construction may begin, final approval by the ARC is required, consisting of a construction approval letter from the ARC. Plans submitted to the ARC for final approval should be of the professional quality and accuracy that Deschutes County requires for construction approvals-- easy to read, clean, and containing sufficient information and detail.

5.1.2.1. Professional Land Survey: A professional land survey by a registered Professional Land Surveyor *may* be required by the Architectural Review Committee if the proposed footprint of structures, fencing or landscaping is unclear with respect to property boundaries, view corridors and offsets. No construction or alteration may begin without a survey if it has been required by the Architectural Review Committee.

5.1.2.2. Site Plan. The application must be submitted with a complete site plan drawn to a scale of approximately 1" equals 20' which shows the exterior perimeter of the Lot, view corridors (if on lots 1, 2 or 3), proposed tree removals, proposed location of all driveways, parking areas and pathways, landscaping plan (particularly size of irrigated lawn areas), fencing plan if any, any existing easements, and setbacks as shown on the applicable subdivision plat. All water, septic and power lines (trenches) must be shown along with any proposed material delivery routes on the home site other than the driveway.

5.1.2.3. Building Elevations. Four elevation drawings shall be submitted at a scale of 1/4" equals 1'. The elevations shall be designated "North, South, East and West", and include a list of exterior materials and exterior trim, and proposed paint scheme.

5.1.2.4. Floor Plans: Floor plans for the proposed construction shall be submitted at a scale of 1/4" equals 1'. The square footage of each floor shall be designated as well as the total square footage of the proposed plan.

5.1.2.5. Other data: The owner will provide with the application the name, address, email and phone number of the architect and general contractor, if changed since the preliminary approval, as well as the planned date for commencement of construction.

5.1.2.6. String Layout. Prior to final approval the owner shall have installed a temporary stake and string layout on the lot, depicting the footprint of the building(s), driveway and parking areas, view corridor boundary and property lines in the vicinity of the structure. The stake and string layout will remain in place until inspection by the ARC and issuance of the ARC final approval letter.



## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

5.1.2.7. Final Approval: Upon determining that all requirements have been met and that the proposed new construction is in conformance with the ARR's, the ARC will issue a final approval letter approving construction. Once this is obtained by the owner, and an approved Deschutes County Building Permit has been issued, construction may commence. No excavation, removal of trees or construction of any kind may commence until issuance of the final ARC approval letter and an approved Deschutes County building permit. The construction approval letter is valid for a period of one year, at which time it will expire unless substantial construction of the approved construction has occurred. A copy of the approved plans will be kept on file with the Architectural Review Committee until construction is complete. Construction approval is not transferable from one owner to another.

5.1.2.8. Oversight During Construction: Minor deviations in construction plans, fencing plans and landscaping plans are likely to occur. Such changes will not raise ARC concerns unless they result in non-conformance to the Architectural Rules and Regulations. Owners are requested as a courtesy to advise the ARC of any changes made to the plans subsequent to final approval. Major changes after final approval, such as location changes, building footprint changes, significant relocation or expansion of landscaping or fencing require specific approval by the ARC. The ARC reserves the right of periodic inspection of the ongoing building project to assess any significant deviations from the approved plan.

5.1.2.9. The final construction approval constitutes an agreement between the Owner, Lynwood Acres Association and the Architectural Review Committee. Any significant deviations that are not approved by the Architectural Review Committee shall constitute a violation and may be dealt with by the Architectural Review Committee as necessary.

### **5.2. Alterations or Additions to Existing Buildings**

5.2.1. Cosmetic Changes: Before commencing any exterior modifications to Lynwood buildings that significantly alter the appearance of the structure, including re-painting, refinishing, re-siding or re-roofing that uses substantially different color or material schemes, the owner is required to notify the ARC and advise of the planned changes. If the ARC considers that the proposed changes may not conform to the quality, consistency or compatibility provisions of ARR's, it may at its discretion require to the owner to provide samples or the proposed colors or materials. The ARC has the authority to require different colors or materials if those samples provided do not conform to the ARR's.

5.2.2. Structural Changes: For construction projects that create expansions, additions or major modifications to existing structures that change their exterior size, configuration or footprint, owners must follow the procedures for obtaining preliminary and final construction approvals as provided in section 5.1.

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

### **5.3. Barns or Structures for Horses**

In the event that an owner of lot 4, 5 or 6 propose to construct a barn or similar structure for keeping horses on their assigned open space subArea, the application and approval procedure outlined in section 5.1 is to be used. A County building permit is required, and prior to construction a Memorandum of Understanding must be executed between the owner and the HOA regarding payment of taxes, maintenance, insurance and liability for the building since it would be located on land owned by the HOA.

### **5.4. Conformance with Oregon State and Deschutes County regulations:**

In all cases, State and County statutes, ordinances, and regulations take precedence over Lynwood Acres Rules and Regulations. In no case is an approval or a waiver granted by the ARC to be considered permission for an owner or his agent to install or construct any home, structure, fencing or other improvements that violate state or county regulations or codes.

## **6. ARCHITECTURAL GUIDELINES, RULES, AND RESTRICTIONS**

### **6.1. Design Considerations**

6.1.1. Climate. The climate of Lynwood Acres differs greatly with each season. Summer time temperatures can reach as high as 100 degrees Fahrenheit with a daytime average of approximately 75 degrees Fahrenheit. Winter average temperatures are between 30 to 40 degrees with infrequent periods down to 20 degrees below 0 Fahrenheit. Insulation, heating systems, foundations and sewer and water service should be installed based upon these temperature differentials. Because of the existing frost depths all foundations should extend to a minimum depth of 20" below finished grade with sewer and water services installed at the same depth or deeper. Annual precipitation is approximately 18" per year and occurs mostly in the form of snow. Consideration should be given to snow and ice dam buildup in roof designs. Roofs, porticos, skylights and decks should be designed based upon accumulative snow depths in excess of 3 feet.

6.1.2. Soil Conditions. In general, soils are light and porous and are composed principally of pumice and light volcanic soils. Many areas contain subterranean rock outcroppings which will normally preclude basements or unusually deep excavations.

6.1.3. Drainage. The existing drainage on each Lot should be carefully considered when siting a structure. The natural drainage pattern should be preserved if at all possible.

6.1.4. Utilities. Local water supply from an onsite well and pumping system owned by the HOA is available. Electric power is available at Lynwood Acres from Central Electric Cooperative. Piped natural gas is not available at Lynwood. Heating oil and propane gas are available from local suppliers. Telephone land-line service and internet service are available. Cell phone reception is typically spotty. Lynwood is not connected to a public sewer system, thus each home site requires installation of a septic system.

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

6.1.5. **Deschutes County Requirements.** Deschutes County requires that a building permit be obtained prior to beginning construction of any building or making any significant structural additions or changes to an existing building.

### **6.2. Buildable Areas and View Corridors.**

Lots 1, 2, and 3 each contain an established and documented view corridor chosen to protect and enhance the views of topography and the Cascade Mountains as seen from lots 4, 5 and 6. These view corridors are strictly enforced. The location of the view corridors is shown on the Lynwood Acre Master View Corridor Plat (Exhibit A to the Master Plan) and a written description is established below for each Lot. Use of land within the boundary of a view corridor is limited. Within the corridor, nothing can be located that would detract from the view from the Lot designated as the beneficiary for that particular view corridor. There can be no structures of any kind, no fences, no parking of vehicles, no dog kennels, no fire wood, no new trees planted or anything else that would detract from the open view of terrain and mountains. Any disputes between Lot Owners regarding view corridors will be settled the Board of Directors of Lynwood Acres. Exact locations of the view corridors are listed below by Lot.

6.2.1. Corridor 1: The designated beneficiary of Corridor 1 is Lot 4. Corridor 1 and directly effects Lots 1 & 2. The Corridor area is defined by two boundary lines. The Eastern boundary (EG) is defined by a line drawn starting at point E and extending through point G until the line intersects with the Southern boundary line of Lynwood Acres. Point E is located 85' west (along the northern Lot line of Lot 1) from the Northeast corner of Lot 1 and then 25' north (equal distance between the North Lot line of Lot 1 and the South Lot line of Lot 4). Point G is located at the Southwest corner of Lot 1. The Western boundary (DF) is defined by a line drawn starting at point D and extending through point F until the line intersects with the Southern boundary of Lynwood Acres. Point D is located 29' east (along the northern Lot line of Lot 1) of the Southwest corner of Lot 1 and then 25' north (equal distance between the North Lot line of Lot 1 and the South Lot line of Lot 4). Point F is located 42' east (along the Southern Lot line of Lot 2) from the Southeast corner of Lot 2. The area between Lines EG and DF is known as Corridor 1. See Exhibit A for visual.

6.2.2. Corridor 2: The designated beneficiary of Corridor 2 is Lot 5 and it directly effects Lot 3. The Corridor area is defined by two boundary lines. The Western boundary (AC) is defined by a line drawn starting at Point A and ending at Point C. Point A is located 25' north along the northerly extended Eastern Lot line of Lot 3 from the Northeast corner of Lot 3. Point C is located on the Southern boundary of Lynwood Acres where the southerly extended Eastern Lot line of Lot 3 intersects with the Southern boundary of Lynwood Acres. The Eastern boundary (AB) is defined by a line drawn starting at Point A and extends through Point B until the line intersects with the Southern boundary of Lynwood Acres. Point A is defined above. Point B is located on the Southwest corner of Lot 3. The area between Lines AC and AB is known as Corridor 2. See Exhibit A for visual.

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

### 6.3. Detailed Rules and Restrictions

6.3.1. Accessory Buildings. Only buildings to be used as temporary construction shelters may be erected on a lot prior to construction of the main residence building. Structures such as dog houses and/or runs tool sheds, etc., which are not attached to the dwelling structure, but are intended for permanent or semi permanent use are not specifically prohibited. However, the structures must have prior approval of the Architectural Review Committee to ensure that location and appearance conform to the ARR's.

6.3.2. Adjacent Property During Construction. Adjacent private property may not be used for access to or parking for any construction site under any circumstances. Damage to adjacent property shall be the responsibility of the lot owner and his general contractor. In certain circumstances, a lot owners assigned open space subarea may be used for access during construction, but only with prior approval of the ARC.

6.3.3. Antennas: Small dish antennas for television and internet reception are permitted to be mounted on houses or lots, as long as they are discretely located and not prominently visible from Lynwood Lane. Rooftop antennas or wires strung through trees or between houses and poles are not permitted.

6.3.4. Building Height. Building height limitations shall be the prevailing county standard at the time of construction.

6.3.5. Chimneys. All exterior chimneys must be of wood, stone, brick or metal. A metal chimney must be of such a color as to blend in aesthetically with the residence. All chimney flues are to be equipped with spark arrestors. Spark arrestors must be such a color as to blend aesthetically with the residence.

6.3.6. Clotheslines. Exterior clotheslines, clothes racks, etc. must be located in screened service yards and out of view from neighboring properties.

6.3.7. Driveways. Driveway cuts onto Lynwood roads will be limited to one per Lot, unless specifically approved by the Architectural Review Committee. The maximum entrance widths shall be 12'. Driveway access from Lynwood Lane to the lot shall be as shown on plans submitted for to the ARC for review and approval.

6.3.8. Duplication. No duplication of design for houses is allowed.

6.3.9. Excavation and Vegetation Removal. All excavation must be done so as to create a minimum disturbance on the site. All dirt and debris as a result of excavation must be removed from the site except for dirt or rock material needed for backfilling and grading the Lot. Downed trees and uprooted vegetation shall be removed at the same time.



## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

6.3.10. Exterior Lighting. All exterior lighting plans must be submitted with construction application or alteration approval submittals. Exterior lighting that can be seen from the street or neighboring homes must be indirect or covered such that the light source itself is not visible.

6.3.11. Exterior walls and trims. Natural wood or manmade materials duplicating the appearance of natural wood are required for all exterior walls. Aluminum or vinyl siding is not permitted. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval by the Architectural Review Committee (this includes any re-staining, painting or any kind of exterior work done on exterior walls and trim). All reflective metal such as chimney stacks, flashings, exhaust vents and pipes must be painted to match or blend with surrounding materials. No aluminum windows may be used. All canopies, awnings, draperies and window coverings visible from outside should also be of materials and color which harmonize with the surroundings and chosen in consideration of neighbors' views, especially along open spaces and Lynwood Lane. The use of plywood siding is strongly discouraged but will be considered by the Architectural Review Committee where appropriate. All windows on the exterior must be trimmed with a minimum of 1 x 3" trim material.

6.3.12. Roofing. Roofing shall consist of tiles or shingles made in natural earth-tone colors. Fireproof or fire retardant roofing materials are strongly encouraged. Metal roofing is not permitted. Reasonable consistency with appearance of other roofs within Lynwood is required.

6.3.13. Fencing. Fences within Lynwood acres that do not interfere with the neighborhood's open and natural appearance as viewed from Lynwood Lane are permitted, subject to the restrictions below. Fences on private lots are permitted as enclosures for pets or children on the back side of homes (away from Lynwood Lane). Such fencing shall consist of rail and post style construction of natural colors, and may include square wire mesh. Solid wood or other types of view-blocking (privacy type) fencing is not permitted except for small spaces on the rear of owner's lots to screen utility equipment, clotheslines, trash receptacles, etc. Fencing may not cross view corridors. Fences are allowed in the Open Space of Lots 4, 5, and 6 for the containment of horses. All fences in the open spaces must conform to Deschutes County Planning Division land use ordinances chapter 18.88 for Wildlife Combining / deer migration areas and must be of rail and post style construction. Consult the Architectural committee for fencing examples that are acceptable. No fencing on either open space or private lots may be installed along Lynwood Lane, nor in front yards of Lynwood homes.

6.3.14. Fire Hazards: Each lot owner within Lynwood Acres is responsible for eliminating any fire hazards on his property, such as downed timber and limbs, excess ground cover, excess pine needles and dense thickets of small trees.



## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

6.3.15. Vegetation and Tree removal. Owners may remove any dead or diseased trees on their lots or assigned open space at their discretion. Live healthy trees to be removed on an owners lot during construction must be identified during the final approval process for construction. Once construction of a residence and landscaping has completed, removal of healthy trees greater than 8 inches in diameter whether on a lot or on assigned open space requires approval of the ARC, whose decisions will be based on aesthetic considerations, common sense and good judgment.

6.3.16. Foundations. Deschutes County specifies required depth of concrete footings below finished grade for protection against heaving due to frost conditions. The load bearing capacity of soil should be examined on the particular site. The foundations should be installed in such a way as to avoid cutting the roots of any large trees that are to remain after construction.

6.3.17. Garages and Carports. A minimum two-car garage must be constructed for each house. Consideration should be given to compatibility of relating the design of the garage with that of the residence.

6.3.18. Garbage Cans. All garbage cans must be stored either inside garages or in areas screened from the view of adjoining property and Lynwood Lane.

6.3.19. Exterior Equipment for Heating and Cooling: All exterior heating and/or cooling system components must be screened from the view of neighboring property and roads.

6.3.20. Hours of Construction Operations: Construction operations are to be limited to 7 a.m. to 7 p.m. Monday through Saturday unless authorized by the ARC in extenuating circumstances.

6.3.21. Mailboxes. Mailboxes and newspaper holders shall be installed near the entrance of Lynwood Lane along Wilt Road and maintained in good condition.

6.3.22. Multi-Family Dwellings, Duplexes and Attached Apartments. Multi-family dwellings, duplexes, and attached apartments are not permitted at Lynwood Acres. Guest quarters for use by family and friends of lot owners are allowed, subject to conformance with Deschutes County regulations and approval by the ARC. Only one electric meter per Lot is allowed.

6.3.23. Parking Spaces. A minimum of two paved parking spaces shall be required for each residential home site.

6.3.24. Prefabricated and Other Types of Housing. Pre-fabricated housing, geodesic domes, trailers, mobile homes, motor homes and unconventional housing are not permitted to be used as residences within Lynwood Acres.

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

6.3.25. Log homes are permitted, subject to approval of the design by the ARC and compliance with the ARR.

6.3.26. Screen Fencing. Exterior HVAC equipment and garbage cans, bicycles, clotheslines, outdoor maintenance equipment, toys, ATVs and other such items that are stored outdoors are to be kept in screened areas so as not to be visible from Lynwood Lane or neighboring houses.

6.3.27. Home Site Identification Marking and Signs. Residential identification (a street number) is required for each home site in order to provide emergency service departments with specific locations per State and County ordinances. All residences must have Deschutes County issued street numbers either on the building in such a position as to be plainly legible from the street or on an approved post placed at the intersection of the driveway and the street. Address and name signs installed along Lynwood lane are to be compatible with the natural surroundings. Signs that are ostentatious, internally lighted or in poor taste are not permitted.

6.3.28. Contractor, Realtor and for Sale Signs. One sign identifying the general contractor of a construction project or advertising a home sale or rental is permitted on a lot. For sale or for rent signs may also be posted at the entrance of Lynwood Lane. The sign shall be on its own post and shall not be placed higher than 60" from the ground. The sign must be maintained in an upright position and be in good repair. Signs shall be at least 4' from the road. Contractor signs must be removed upon completion of construction. No signs are permitted on open spaces. Open house signs can be placed on the property only during the open house hours. All signs within Lynwood Acres are subject to ARC approval.

6.3.29. Flags and banners: Flags and banners hung from detachable poles or from overhangs on residential structures are permitted, as long as they are in good taste, of reasonable size, and are not designed to offend or agitate with respect to controversial positions. The ARC reserves the right to judge the acceptability of such flags or banners and require removal if deemed unacceptable. The United States Flag, when properly and respectfully displayed, is always permitted. Signs, flags, banners, or similar devices used for commercial purposes or to attract the public to Lynwood, (other than home sale or rent signs mentioned above) are prohibited.

6.3.30. Solar Energy Systems. Proposed solar energy systems with components that are visible from the street or from neighboring homes will be reviewed on a case basis by the ARC, and require ARC approval before installation.

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

6.3.31. Utilities. All connections from trunk lines to individual structures must be underground. Exposed plumbing and electrical lines are not allowed. Materials and installations must conform to the applicable Electrical and Plumbing Codes. Water and sewer hookups must comply with all sewer and water rules and regulations and be inspected by the appropriate county or state inspector. All excavation for the site utility hookups must be restored to its natural conditions

6.3.32. Wells and other independent water systems other than the Lynwood HOA water system are prohibited.

6.3.33. Building Size. The livable floor area of all single family dwellings shall not be less than 2000 square feet (exclusive of decks, porches and garages) unless otherwise approved by the Architectural committee.

### **6.4. Landscaping Policies**

6.4.1. Driveways. Driveways must not be lined with logs or large rocks that would hinder emergency vehicles and which would be hidden under accumulations of snow. Driveways must be paved within 6 months of occupancy.

6.4.2. Plantings. Ornamental flowers, shrubs and trees are encouraged, although owners are cautioned that many varieties of these plants are quite susceptible to being eaten by local deer. Landscaping and plantings are restricted to an owners' lot. Open space is to be left with its natural groundcover other than removal of fire hazards and unsightly / noxious weeds.

6.4.3. Landscape plans. A landscape plan must be submitted to the ARC for approval prior to installation of landscaping. This may be a hand drawn sketch showing dimensions, boundaries and locations of irrigated lawn areas, barked or mulched areas, water features if any, pathways, planned trees, shrubs and flower beds. A landscaping plan is not required for minor modifications or refreshment of existing landscaping. All plantings must lend an attractive and natural appearance to the home site. Irrigated Grass areas may not exceed 3,500 square feet on each Lot, so as not to overtax the Lynwood water system in summer months. It shall be the responsibility of the Lot Owner when landscaping his property to follow the plan submitted to the Architectural Review Committee.

6.4.4. Outdoor furniture. All outdoor furniture placed so as to be visible from the street or neighboring properties should blend with the natural surroundings.

## LYNWOOD ACRES ARCHITECTURAL RULES AND REGS (Addendum 2 to Master Plan)

6.4.5. Outdoor Ornamentation or Statuary. Non-temporary placement of unnatural or man-made ornaments, signs, statuary, relics, flagpoles, machinery, equipment, basketball backboard, game pole & net, or other such items on lots that are clearly visible from the street or from neighboring properties requires ARC approval unless the item is included in an approved landscaping plan. Exceptions to this rule include small sculptures or statuary in natural colors used as garden or entryway ornamentation.

6.4.6. Paths and Walkways. Paths and walkways may be of exposed aggregate, bark chips, gravel, natural stone or stepping stones, subject to approval by the committee.

### 7. GENERAL PERMIT CRITERIA

Granting of Approvals by the ARC: Notwithstanding all other criteria set forth in these ARR, approval by the ARC for a proposed improvement may be granted only upon findings that the proposal meets the following criteria:

#### 7.1. Purpose.

The proposed improvement or intended use of the Improvement must be consistent with the purposes and policies of the Master Plan and the Architectural Review Committee Rules and Regulations.

#### 7.2. Size and Impact.

The size, location and design of the proposed Improvement or use must be such that it will have minimal adverse impact on the property value, livability and permissible use of the surrounding area. Consideration shall be given to compatibility and to any other relevant impact of the proposed improvement or use on the immediate vicinity.

#### 7.3. Site Planning.

The site planning and design of the proposed Improvement, as far as reasonably possible, shall provide an aesthetically pleasing design and function consistent with the nature of Lynwood Acres.

### 8. SEVERABILITY

If any section, subsection paragraph, sentence, clause or phrase of the Rules and Regulations is for any reason held by a court to be invalid, such decision shall not affect the validity of the remaining portions of this document.

### 9. NON-WAIVER

Consent or approval by the Architectural Review Committee to any matter proposed to it or within its jurisdiction, or failure by the Architectural Review Committee to enforce any violation of these Rules and Regulations, shall not constitute a precedent or waiver impairing the committee's right to withhold approval for other matters subsequently submitted to it, or to enforce any subsequent or similar violation of these ARRs.

LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

**LYNWOOD ACRES RULES AND REGULATIONS**

Approved by Lynwood Acres Homeowners Association on 22 June 2015

**Note: This document supersedes and replaces the original (2000) version of the Lynwood Rules and Regulations in its entirety. (Deschutes County Recording Vol 2000 Page 43473).**

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**1. RULES AND REGULATIONS, GENERAL**

**1.1. Authority to Establish and Modify HOA Rules and Regulations.**



## **LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)**

The Lynwood Acres Board of Directors may create, change, delete, add or otherwise modify the HOA Rules and Regulations under the authority granted in paragraph 6.2.1 of the Lynwood Acres Master Plan (Addendum 2), and using the procedures provided in paragraph 6.2 of the Bylaws (Addendum 2). No rules or modifications are authorized which would conflict with or pre-empt Oregon or Deschutes County laws or ordinances, including County land use rules and regulations.

### **1.2. Purpose of Rules and Regulations.**

The Rules and Regulations are that portion of the Lynwood CC&Rs that provide guidelines, rules, regulations and restrictions regarding general activities and conduct within Lynwood Acres. The overarching purpose of imposing and enforcing rules and regulations is to maintain Lynwood as an attractive, pleasant, tranquil, safe, family oriented, naturally beautiful and harmonious residential neighborhood.

### **1.3. Consent and Covenant by Owners to Abide by Rules and Regulations**

In accordance with the provisions of the Master Plan each Lot Owner is deemed to have consented that he will abide by, and cause all those invited onto his premises to abide by these Rules and Regulations. A violation of a rule, regulation, restriction or prohibition contained within the Lynwood HOA CC&Rs by a lot owner or his guest may be regarded by the Association as a breach of such covenant for which such lot owner may, depending on the seriousness of the offense, be liable for the payment of a fine or penalty to the Association.

### **1.4. Enforcement of Rules and Regulations.**

Lynwood Acres Rules and Regulations will be enforced only the HOA Board or by those persons who are granted such authority by the Board. Fines may be imposed by the enforcement authority for serious or repeated violations of any Rule or Regulation. A maximum fine of \$100 per week may be imposed until the violation has come in to compliance.

### **1.5. Handling of Violations.**

1.5.1. Measured response: It is recognized that violations of Lynwood CC&Rs may range from trivial to extremely serious, and thus a measured response by the HOA to any violations will consider the nature and the frequency of the violation, past history of violations, and the impact on the community as a whole. For example, disturbing neighborhood tranquility with one noisy party or letting one's grass grow too long would not be treated in the same way as driving 60 mph along Lynwood Lane, shooting firearms off one's front porch, or beginning a new construction project without HOA approval. Thus the decision to cite a member with a notice of violation will be at the discretion of the Board of Directors and based on common sense and good judgment.

## LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

1.5.2. For CC&R violations (of either Rules and Regs or Architectural Rules and Regs) which the HOA Board judges to be non-trivial or habitual, the Board will notify the violator by letter or email advising of the specific rules / restrictions being violated and requesting the situation be brought into compliance with the rules. If the violator is a tenant or guest, the responsible lot owner will also be notified in the same way. The cited party or responsible lot owner has 10 days from notification to officially contest (appeal) the notification in writing (email or letter). If the offending party or responsible lot owner does not choose to contest the notification of violation, correction of the condition must be accomplished within 14 days of notification or within a longer timeframe specified by the Board if there are extenuating circumstances. Note that lot owners are ultimately responsible for compliance with the CC&Rs by their tenants or guests.

1.5.3. The process for appealing citations / notifications of violation is contained in the Lynwood Acres Bylaws.

1.5.4. Failure to correct the violation within the Board-specified timeframe subjects the responsible lot owner to a possible fine (up to a maximum of \$100 per week) imposed at the discretion of the board. Any such fine imposed by the Board becomes a just debt owed by the lot owner to the association. Payment of fines assessed by the Board is due within 30 days. In cases of homeowners who are non-responsive to the imposition of a fine, the Board is authorized to file with Deschutes County a lien on the responsible owner's property for any fine or penalty assessed that remains unpaid beyond 60 days.

1.5.5. A failure by the Association to enforce any rule, regulation or restriction contained within the CC&Rs shall not be deemed a waiver of the right to do so thereafter. Likewise, failure of the association to enforce any rule, regulation or restriction will not be deemed to be tacit approval of a violation nor to allow violations of other rules or restrictions of the Association.

1.5.6. Neither the Association Board nor any other person assisting in the enforcement process at the request of the Association Board shall be liable to any lot owner, or to the Association or any other person against whom action is taken under the CC&Rs for any damage, loss or distress suffered or claimed on account of any action or failure to act, provided that such conduct was in good faith, in accordance with knowledge actually possessed.

## **2. RESIDENTIAL USE AND OCCUPANCY**

### **2.1. Intended as Owner-Occupied Community**

Lynwood Acres was established to be an owner-occupied residential neighborhood providing a high quality, peaceful, family-friendly environment with continuity of residents. To support this objective, the following rules apply regarding occupation of residences:

### **2.2. General Residency Restrictions:**

## LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

2.2.1. No Lot shall be occupied by more than one family, its domestic employees and Guests.

2.2.2. Motor homes, mobile homes, trailers or campers are not permitted as temporary or permanent residences anywhere within Lynwood.

### **2.3. Renting and Loaning of Lynwood Residences:**

2.3.1. Owners may lease their homes to tenants under written rental contracts with an initial rental term of not less than six months. Upon completion of the initial rental term, owners may extend the rental period for the same tenants on a month-to-month basis or longer, at the owners' discretion. Exceptions to the minimum 6 month rental period may be granted by the HOA board for extenuating circumstances.

2.3.2. Any type of timeshare arrangements, vacation rental arrangements, B&B arrangements or similar renting of overnight lodging at residences within Lynwood are **strictly forbidden**.

2.3.3. Guests may occupy homes in Lynwood any time the owners are in residence, and on an occasional basis when owners are not in residence. For example, house-sitters, friends and family of the owners may occupy homes while owners are on travel. Home exchange ("home swap") arrangements on a non-paying basis are allowed while owners are on travel or vacation, subject to advanced notification of the HOA board for informational purposes.

## **3. COMMUNITY ACCESS, SECURITY AND ROAD SAFETY AND PARKING**

### **3.1. Security and Access**

3.1.1. Lynwood Acres is a privately owned community located in a relatively remote area bordering Forest Service Land. Access to Lynwood Acres by persons other than owners, permanent residents and guests is a matter of basic security, not only for the Association as owner of the roads and open spaces, but to each lot owner and resident. Each resident is expected to provide reasonable oversight to ensure that his property and assigned open space are used only by those entitled to do so. In addition, each lot owner must reasonably insure that persons seeking access to Lynwood Acres are either an owner, resident, invited guest, authorized agent, or individuals with right-of-access easements granted for the gravel road on Lynwood Acres' eastern boundary. Lynwood Residents are particularly cautioned against granting permission to strangers (e.g., hunters, hikers, cyclists, ATV riders, etc.) to use the Lynwood gravel road or open space. Granting such permission involves not only security issues for residents but liability issues for the Association as well.

### **3.2. Traffic Safety Rules**

## LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

3.2.1. Applicable Oregon Law: The Association owns and maintains private roadways intended for the exclusive use by Owners, tenants and their Guests. To the extent applicable, the normal rules of the road as enforced on public streets under Oregon law will be strictly enforced on Lynwood Acres, including those which:

- Require all vehicles and drivers to be duly licensed
- Prohibit the operation of a vehicle while under the influence of liquor or drugs
- Prohibit the operation of a motor vehicle in a careless or reckless manner
- Require the observance of established speed limits

3.2.2. All persons using the private roadways at Lynwood Acres do so at their own risk.

3.2.3. Speed Limit: The maximum speed on any roadway of Lynwood Acres is 20 miles per hour unless a lower speed limit is posted. Drivers must, however exercise due caution and good judgment due to road conditions, traffic, or presence of pedestrians, pets, horses or bikes.

### **3.3. Vehicle Parking**

3.3.1. Routine parking of vehicles by owners or guests on Lynwood Lane is prohibited. Overflow parking for guests' vehicles along Lynwood lane or the Cul-de-sac is permitted during social events at a resident's home as long as driveways and Lynwood Lane itself are not blocked. Temporary parking of contractor vehicles on Lynwood Lane while providing services to homeowners (e.g., landscaping, painting, deliveries, pickups, etc.) is allowed as long as their presence does not block traffic.

3.3.2. Roadways must be kept open at all times to permit the movement of emergency vehicles.

3.3.3. Residents must park their vehicles on private driveways or designated parking areas on the owners own Lot. Parking on lawns or Lynwood Open Space areas is not permitted.

3.3.4. Vehicles that are non functional or are in process of extended repair or restoration must be garaged or parked on the owner's lot as far away from Lynwood lane as practical, so as not to be prominently visible from the roadway.

### **3.4. Motorhomes, Boats, Campers and Trailers**

3.4.1. Permanent Storage. Motor Homes, boats, campers, and trailers or other recreational or utility vehicles and/or equipment may not be permanently stored at any location on Lynwood Acres other than a location within an Owner's Lot which is discretely located as far from the street as practical.



## LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

3.4.2. Temporary parking of motor homes, boats, campers, or trailers outside of normal storage areas is permissible by an owner during loading or unloading, or by guests traveling with such vehicles while making short-term visits to an owner.

### **3.5. Towing:**

The HOA Board, at its discretion may arrange for towing at the owners expense of unidentified vehicles parked on Lynwood Lane or on Lynwood open space longer than 48 hours after reasonable effort to identify and notify the owner.

## **4. USE OF OPEN SPACE**

### **4.1. Open Space Administration Contained in Master Plan:**

The Master Plan Section 8.3 describes: Lynwood Open Space configuration; allocation of open space subAreas to lot owners for exclusive use; rights and responsibilities of lot owners for assigned open space areas; and land use rules for Lynwood Open Space.

### **4.2. Additional Usage Rules for Open Space**

4.2.1. Use of Open Space subAreas must comply with all county Regulations for open areas in a Wildlife Combining Area.

4.2.2. Uses of Open Space must also comply with all CC& R Regulations.

4.2.3. Use of Open Space must also strictly comply with the view corridor restrictions described in the Architectural Rules and Regulations section.

4.2.4. Within the constraints above and within the Master Plan, assigned open spaces may be used for hiking, bicycling, skiing, snowshoeing, picnicking, horseback riding or similar outdoor activities. Use of motorized recreational vehicles (snowmobiles, quads, dirt bikes) on established trails within a lot owner's assigned open space is allowed, subject to CC&R restrictions against nuisance noise and indiscriminant generation of ruts or other damage to the natural topography on the open space.

## **5. KEEPING OF ANIMALS**

### **5.1. Rules for Domestic Animals.**

5.1.1. The maintenance or keeping any animal other than horses (open space of Lots 4, 5, and 6) or those animals normally classified as domestic pets, (e.g. dogs, cats, rabbits, caged birds, fish, turtles, hamsters, etc.) is prohibited within Lynwood.

5.1.2. Although there is no specified limit, excessive numbers of pets (particularly cats and dogs) which exceed what would reasonably be expected for a single family home in a residential setting, are not allowed.

5.1.3. No commercial breeding of any type of animal is allowed.



## LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

5.1.4. Domestic pets must not be permitted to create an unreasonable disturbance or annoyance to neighbors. Occasional barking of dogs at deer, persons, or other animals is understood and acceptable, but incessant barking, particularly at night, would be considered unreasonable annoyance. Complaints should be directed to the Board who, exercising reasonable judgment, are authorized to require that the owner of an offending pet confine the pet indoors or remove the pet from Lynwood Acres.

5.1.5. Dogs shall either be on a leash, confined to their owner's property or under effective voice control at all times. Owners are responsible for cleaning up after their pets any time their pets may venture onto another owner's lot or assigned common area, either unintentionally or with permission. Dogs shall not be permitted to run loose and unattended on other neighbors property or assigned open space.

5.1.6. Dogs which have exhibited aggressive behavior toward other pets or persons shall never be allowed off leash when outside of fenced yards within Lynwood. The HOA has the right to have aggressive dogs that it judges, based on observed behavior, to constitute a clear threat to the safety of other pets, horses or persons, removed from Lynwood by Animal control.

5.1.7. Owners of animals that behave aggressively toward other pets or persons, or repeatedly create a nuisance, run at large uncontrolled by the owner, habitually disturb the peace and tranquility of Lynwood Acres, or which are the subject of legitimate complaints filed with the board may be required by the Board to permanently remove their pets from Lynwood Acres.

### **5.2. Horses**

5.2.1. The raising and keeping of horses is permitted on Lots 4, 5 and 6 Open Space subAreas only. They may not be raised or kept on the Lots themselves. Horses are the only animals permitted to be kept on open space land.

5.2.2. Horses must be kept a minimum of 150 feet away from any portion of an adjacent owners lot. This is intended to minimize the effect if any on adjacent Homeowners.

5.2.3. Horses must be kept in a fenced area and the fences must comply with county Regulations regarding fencing in a wildlife combining zone and with the CC&R's of Lynwood Acres.

5.2.4. The riding of horses within Lynwood Acres is generally restricted to the Open Space sub Areas of Lots 4, 5 and 6 or the gravel road on Lynwood's eastern and northern boundary. Riding horses on Lynwood lane is allowed while transiting to or from approved riding areas. Due caution must be exercised around vehicles, pets or pedestrians, particularly children.

## LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

### 6. MISCELLANEOUS RULES

#### 6.1. Hunting and Trapping

No hunting or trapping is permitted on any lot or on any open space within Lynwood Acres. (note: trapping of household vermin is excepted)

#### 6.2. Firearms

The discharge of firearms, air rifles or pistols, CO2 guns, or any potentially dangerous and hazardous projectile within the boundaries of Lynwood Acres by Owners, residents or their Guests is strictly prohibited unless specifically approved by the Board of Directors.

#### 6.3. Fireworks

The sale, discharge or use of fireworks within the boundaries of Lynwood Acres by any person is strictly prohibited.

#### 6.4. Camping and Picnicking

Camping or recreational overnight outdoor sleeping in campers, tents, trailers or other recreational vehicles on owner's lots on an occasional basis is permitted. However, routine or continuous lodging /sleeping in automobiles, tents, campers, trailers or other outdoor recreational vehicles in any area of Lynwood Acres is prohibited. Tent camping is permitted in the open space areas. Campfires are not permitted at any time. Outdoor picnicking on a lot or open space is permitted.

#### 6.5. Fires

Forest fires are a common danger in Central Oregon and the conditions in and around Lynwood Acres are very susceptible to this hazard. The following rules regarding fires are strictly enforced:

6.5.1. Except as noted below, fires within Lynwood are only authorized in fireplaces, woodstoves, fire pits and barbecues.

6.5.2. Occasional burning of small piles of slash / plant debris is allowed during authorized burning season, subject to compliance with all Sisters / Camp Sherman Fire Department rules for such burning. Such piles will *never* be left unattended at any time while burning, and a ready supply of water sufficient for extinguishing the fire will be maintained on the scene. A member of the HOA board must be notified (email or phone call) prior to commencement of the burning. Outdoor burning of household trash or garbage is strictly prohibited.

6.5.3. Firewood is to be stacked neatly. Use of tarpaulins or plastic covers other than in natural earth tone colors is prohibited. Storage of firewood in excess of five cords is not permitted.

#### 6.6. Disturbing the Peace

6.6.1. Disturbing the peace and tranquility of Lynwood Acres is prohibited.

## LYNWOOD ACRES RULES AND REGULATIONS, (Addendum 2 to Master Plan)

6.6.2. Any offensive activity, loud music or noise that interferes with the enjoyment of other lots, open spaces or roadways is prohibited. Normal machinery noise from lawnmowers, leaf blowers, weed eaters, etc. in performance of landscaping maintenance during normal daytime hours is exempted.

6.6.3. Recreational vehicles such as dirt bikes, quads and snowmobiles that produce loud or un-muffled engine noise may only be used during normal daylight hours and must be operated either at low speeds or at sufficient distance from all homes so as to avoid causing noise that disturbs the tranquil atmosphere of Lynwood.

### **6.7. Littering and Garbage**

6.7.1. Discarding, dumping, burying, or other improper disposal of garbage, trash, oil, paint, or litter in Lynwood Acres is prohibited.

6.7.2. All garbage, trash and litter shall be regularly removed from the premises of each Lot. Garbage, trash or litter which becomes unsightly, odorous or a nuisance is prohibited