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PARKER RANCH HOMEOWNER'S ASSOCIATION

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COVENANTS, CONDITIONS & RESTRICTIONS

1. MASTER PLAN
2. BYLAWS
3. RULES AND REGULATIONS
4. ARCHITECTURAL REVIEW COMMITTEE – RULES & REGULATIONS

# PARKER RANCH HOMEOWNERS ASSOCIATION

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PARKER RANCH

MASTER PLAN

This Master Plan is made this 18<sup>th</sup> day of DECEMBER, 2008, by Parker Ranch LLC, an Oregon Limited Liability Company, herein after referred to as Declarant.

The Declarant intends by this Master Plan to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Parker Ranch, the planned Lot development made subject to this Master Plan, the Parker Ranch Rules and Regulations, the Parker Ranch Architectural Committee Rules and Regulations, the Bylaws of Parker Ranch and amendments thereto.

The Declarant hereby declares that all the Properties part of a Parker Ranch and any additional property as may by subsequent amendment to be added to and subjected to this Master Plan shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Master Plan, the Parker Ranch Rules and Regulations and the Bylaws of Parker Ranch which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

## PARKER RANCH

### MASTER PLAN

#### OBJECTIVES

The purpose of the Master Plan and the governing Board of Directors is to protect, enhance and maintain the property values and quality of life of the owners at Parker Ranch.

A statement of the Plan formulated for and utilized in the development, ownership, and maintenance of Parker Ranch, containing, among other things, provisions which subject property to certain easements, restrictions, assessments, penalties, and liens.

Parker Ranch is a residential development of approximately 46.73 Acres, encompassing 6 home sites located in Deschutes County, Oregon. Parker Ranch was created and designed as a community which would provide an unusually attractive environment for permanent homes. The Parker Ranch property owners enjoy distinct advantages on an economic basis through the sharing of the costs related to the Private Ways, Open Space, and Service Facilities, which are and will remain available for use by all property owners, their Lessees and Guests. By providing and enforcing high standards for the improvement and maintenance of private and non-private areas within Parker Ranch. Parker Ranch Home Owners Association intends to ensure that private property within Parker Ranch will return maximum value for those who purchase it. The association has assumed overall responsibility for the administration of Parker Ranch. Title to all Private Ways, Open Space, and Service Facilities is presently vested in the Association.

The following is Parker Ranch Master Plan:

1.0 DEFINITIONS. Definitions when used herein, the following terms shall have the following meanings.

1.1 "Architectural Review Committee" shall mean the committee appointed pursuant to the provisions of Section 8 herein.

1.2 "Assessment" shall mean a regular or special assessment, as the case may be, imposed in accordance with the provisions of Section 6 herein.

1.3 "Parker Ranch" shall mean the Parker Ranch subdivision as shown on the official plat of said subdivision that is recorded in the office of the County Clerk of Deschutes County, Oregon.

1.4 "Parker Ranch Homeowners Association" or the "Association" shall mean the association organized as described in Section 7 herein.

1.5 "Parker Ranch Master Plan" and "Master Plan" shall mean this instrument, together with any amendments or supplements thereto.

1.6 "Parker Ranch Rules and Regulations", shall mean the rules and regulations adopted as provided in Section 5 herein.

1.7 "Board of Directors" or the "Board" shall mean the duly elected Board of Directors

of the Parker Ranch Homeowners Association.

1.8 "Business Invitee" shall mean a person who is in Parker Ranch for a business purpose of either the invitee or his invitor with the permission or pursuant to the invitation of an Owner or Lessee of Parker Ranch Homeowners Association.

1.9 "Open Space" shall mean any area designated as Open Space in the plat of Parker Ranch along with any Improvements constructed thereon.

1.10 "General Fund" shall mean the fund established pursuant to Section 6 herein.

1.11 "Guest" shall mean any person other than a Business Invitee who is in Parker Ranch at the invitation of the Owner or Lessee at Parker Ranch. The term "Guest", as used herein and further defined in Parker Ranch Rules and Regulations, shall include two distinct categories of visitors to Parker Ranch:

(a) "Guests of Owners and Lessee in Residence" shall mean those visitors to Parker Ranch pursuant to the invitation or with the permission of an Owner or Lessee whose presence on Parker Ranch coincides with that of said owner or lessee.

(b) "Guests of Owners and Lessees not in-residence" shall mean those visitors to Parker Ranch who are present on Parker Ranch pursuant to the invitation or with the permission of an Owner or Lessee while said Owner or Lessee is not in Residence.

1.12 "Lessee" shall mean that person or persons occupying a Lot in Parker Ranch subject to a formal, written lease agreement, except that in no event shall any Lot be leased for a period of less than 90 days. Lessee agrees to comply with the Master Plan and assumes all liabilities and obligations associated therewith. The Lessor shall be responsible for compliance by the Lessee.

1.13 "Lot" shall mean each one of the platted lots described on the plat of the Parker Ranch subdivision, excluding the Common Area, together with any single family dwelling constructed thereon. If in case a Lot Owner shall have consolidated a Lot or portion thereof with another Lot in the manner set forth in Section 4 herein, then the area consolidated shall be considered one Lot.

1.14 "Manager of Parker Ranch" or "Manager" shall mean Parker Ranch Homeowners Association or its designated representative.

1.15 "Private Way" shall mean NW Homestead Way, the 34' private road shown on the plat of Parker Ranch.

1.16 Lot Owner or "Lot Owner" or "Owner" shall mean the person or persons who hold legal title to any Lot unless provision is made in the instrument creating a section that a Lessee or other person entitled to possession of a Lot shall be the Lot Owner, in which case the person so designated shall be the Lot Owner. The term "Owner" shall include, for most purposes, the immediate family of such "Owner" as defined in Parker Ranch Rules and Regulations.

1.17 "Improvement" or "Improvements" means every temporary or permanent building, structure or improvement of any kind on a Lot, including but not limited to a building, structure, residential dwelling, garage, fence, wall, sign, retaining wall, driveway, parking lot, swimming pool, pond, sculpture, pathway, sidewalk, storage shelter, antenna, satellite dishes or any other

product of construction or installation efforts on or in respect to any Lot, including landscaping, and every alteration, painting or reconstruction thereof. The term "Improvement" includes Lot clearing, tree cutting, and grading and the placement of utility lines upon or under Lots.

## 2.0 SUBJECTION OF PROPERTY TO THE MASTER PLAN PROPERTY WITHIN PARKER RANCH MAY BE SUBJECTED TO THE MASTER PLAN BY THE FOLLOWING METHOD:

2.1 FILING OF DECLARATION. The association may file a declaration in the records of Deschutes County, Oregon, providing that a particular area shall be subject to the Master Plan.

## 3.0 LAND CLASSIFICATIONS AND USES WITHIN PARKER RANCH.

3.1 CLASSIFICATIONS. Land classifications within areas subjected to the Master Plan include Private Ways, Lots and Open Space. Parker Ranch Homeowner Association shall hold and retain title to the Private Ways and Open Space subject, however, to the right of the owners of Parker Ranch, their Lessees and Guests to use such portions of the Open Space as herein provided.

3.2 PRIVATE AREAS. Restrictions, Rules, and Regulations governing the use of Private Areas within a particular home site section are set forth in the Parker Ranch Master Plan, the Parker Ranch Rules and Regulations and the Architectural Review Committee Rules and Regulations. by accepting a deed or lease to a Private Area, the grantee is deemed to have covenanted that he will use and permit the use of the property only in accordance with, and that he will abide and cause all those who come upon his premises to abide by, the Restrictions, promulgated hereunder; that he will pay to the Association all amounts provided for in the Master plan and Rules and Regulations; and that his property shall be subject to a lien or liens as provided in such instruments. For the protection of all Owners, their Lessees and Guests, the Association shall be generally responsible for the enforcement of such Restrictions, Covenants, Conditions, Rules and Regulations.

3.3 PRIVATE WAYS. Each Owner is hereby 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. The easement herein granted shall be appurtenant to and assignable with the Lot with respect to which it is granted, but shall not otherwise be assignable. Use of Private Ways shall be subject to Parker Ranch 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 Parker Ranch, and to such other persons to whom the Association reasonably believes access should be given for the benefit of the Owners. The Board, in its discretion, may dedicate Private Ways to the public. The Board shall be deemed to have dedicated such ways to the public only if it shall file in the records of Deschutes County, Oregon, an instrument clearly evidencing its intention to dedicate such ways to the public.

3.4 OPEN SPACE. The Open Space within Parker Ranch will be owned by the Association. A map of the Open Space is attached hereto as Exhibit "A" and incorporated by reference herein. Each Owner's use of the Open Space is subject to the rules and regulations of Parker Ranch and the Open Space requirements imposed by Deschutes County's land use approval of the Parker Ranch Subdivision. The following additional rules apply to the use of the

## Open Space.

1. The land is to be preserved in its natural condition. The land may, however, be used as pasture for horses.
2. No buildings or other structures may be erected or maintained on the Open Space without conforming to Deschutes County's Landscape Management Combining Zone (LM) standards.
3. Trails are permitted.
4. All future rights to construct a residential dwelling on the designated open space shall be precluded for as long as this open space remains outside the Redmond urban growth boundary (UGB).

3.5 GENERAL RESTRICTIONS. No activity will be permitted on Private Ways or Open Space, which will be unreasonably injurious to land or vegetation. There shall be no discharge of firearms or fireworks within the boundaries of the Parker Ranch. The operation, by any person not otherwise authorized or directed by the Board, of motorcycles, snowmobiles, and other motorized non-transportation or off-road vehicles is prohibited within the boundaries of Parker Ranch except on designated easements to federal Land, if any. No temporary improvements shall be erected anywhere within Parker Ranch without the authorization of the Architectural Review Committee or the Board in the event the ARC decision is appealed to the Board.

## 4.0 CONSOLIDATION OF LOTS.

4.1 CONSOLIDATION OF LOTS. Whenever a person shall own all of a Lot, together with one or more contiguous Lots or contiguous portions thereof, and shall wish to consolidate the basic Lot and the additional Lot or additional portion, he may do so. The consolidation shall be effected by the Owner's filing, in the records of deeds of Deschutes County, Oregon, a declaration stating that the two areas are consolidated. The consolidation provided for in this section shall have the following effects.

(a) The consolidated areas shall constitute one Lot for all purposes under the Master Plan and under the Section Declaration for the Section in which the consolidated areas.

(b) Only one single family residence may be constructed or maintained on the consolidated areas.

(c) No residence or other structure may be placed upon the remainder of a Lot, a portion of which was consolidated with another Lot but which remainder has not been consolidated with another Lot, unless the area of such remainder constitutes at least 95 percent of the original area of the Lot.

## 5.0 PARKER RANCH RULES AND REGULATIONS.

In the exercise of its powers and the performance of its obligations pursuant to the Master Plan, the Board of Directors of Parker Ranch Homeowners Association may adopt, amend or repeal rules and regulations, to be known as Parker Ranch Rules and Regulations to provide for the manner in which Private Ways, Open Space, and any other areas which all Owners of Parker Ranch, their Lessees and Guests are entitled to use, shall be used. A petition signed by 33 percent of the Owners proposing adoption of a rule or amendment or repeal of an existing rule applying



to the above areas must be considered by the Board. The Board may, at its discretion, either approve, reject, or abstain from acting on the proposals contained in such petition. In the event that the Board does not approve a petition duly and properly submitted, the petitioners may demand a vote of the Owners of Parker Ranch Homeowners Association in accordance with the following; upon and pursuant to a second submission of the petition in original form but bearing the signatures of 66 percent of the Owners, the Board shall submit the proposals contained in such petition to a vote of all Owners. The proposals contained in such petition shall be adopted upon their approval in writing by a majority of the Owners who vote with respect to such petition. Such approval shall be valid only where votes have been cast by at least one-half of those Owners eligible to vote or their duly authorized proxies.

Parker Ranch Rules and Regulations may, among other things, but without limitation on the Board's authority as provided for above, provide for any of the following:

- (a) For speed, parking, and other traffic controls and restrictions upon the types of vehicles which may use private ways.
- (b) For the times and manner in which the spaces within the Open Space may be used by Owners, their Lessees and Guests.
- (c) For charges for services to be supplied by the Association.
- (d) For the control of noise, control of litter, and disposal of trash and for the personal conduct of Owners, their Lessees and Guests, while on Parker Ranch.
- (e) For the conditions upon which the Guests of Owners and Lessees at Parker Ranch will be entitled to access to Private Ways and Open Space.
- (f) For any other rule or regulation that the Board determines to be appropriate for regulating the use and enjoyment of Parker Ranch.

All rules and regulations must be applicable on a nondiscriminatory basis. However, provisions uniformly applicable to a class of persons shall not be deemed discriminatory if the Association shall have defined the class based on reasonable economic or business considerations such as supervision, security, or the adequacy of facilities and services. The foregoing enumeration is intended to be descriptive and should not be construed to be all-inclusive. A current copy of Parker Ranch Rules and Regulations shall have the same force and effect as if set forth herein as part of the Master Plan. Each Lot Owner shall be given a copy of such Rules and Regulations and copies of any changes thereto when made. A current copy of the Rules and Regulations shall be kept on file at all times at the principal office of the Association.

## 6.0 ASSESSMENTS AND GENERAL FUND

6.1 IMPOSITION OF REGULAR ASSESSMENTS. Parker Ranch Association shall have the right to impose an Assessment against each Lot Owner, such Assessments to be applied uniformly to all Lots. On or before December 1 of each year, the Board of Directors of Parker Ranch Homeowners Association shall determine the amount of the Assessment to be imposed during the ensuing calendar year and shall notify each person who is then an Owner of the amount of the assessment to be imposed for such year. The amount of such Assessment may, at the sole discretion of the Board, be increased by up to a maximum of 6 percent above the amount of the regular assessment imposed during the preceding year. Authorization for any assessment increase in excess of the above maximum must be obtained from the Association's membership utilizing the procedure specified in Section 6.3. These Assessments shall be paid on or before the 1<sup>st</sup> of January for the next calendar year. In the event that a person shall acquire a Lot or his Lot shall first become subject to Assessment during the course of the calendar month, his first Assessment shall come due on the first day of the following month. A new Owner shall be jointly and

severally liable for the payment of any Assessments which remain unpaid at the time of acceptance of legal title to a Lot in Parker Ranch. The maximum Assessment beginning in the year 20\_\_ will be \$250 per Lot.

6.2 INCREASE IN MAXIMUM AMOUNT OF ASSESSMENT. In the event that the Board shall deem the general fund to be inadequate for the purposes for which it is to be maintained, taking into account the need for reasonable and necessary reserves for major maintenance, replacement of common facilities, depreciation, and contingencies, the annual Assessment may be increased above the maximum specified in Section 6.1 provided that such increase shall have been approved in writing by 66 percent of the Owners who vote with respect to such Assessment. Such approval shall be valid only where votes shall have been cast by at least one-half of those Owners eligible to vote or their duly authorized proxies.

6.3 SPECIAL ASSESSMENTS. In the event that the Board deems it to be to the advantage of the Owners to impose a special assessment to provide funds for a special project or purpose, to repay a loan, to pay the costs, expenses and professional fees projected or actually incurred in enforcing or defending any action on behalf of the Association, or to meet an unanticipated need, it may impose such a special Assessment, provided that the amount of the Assessment and the purpose for which it will be imposed shall be approved in writing by 66 percent of the Owners who vote with respect to such assessment. Such approval shall be valid only where votes have been cast by at least one-half of those Owners eligible to vote or their duly authorized proxies. All special Assessments shall be applied uniformly to all Lots. In the event that such an Assessment is imposed, the Board shall segregate the same in a special account and shall use the same only for the purposes of such special Assessment. Any special Assessments over \$2000.00 per Lot, other than road, water system and electrical maintenance, must be approved in writing by 90 percent of the Homeowners.

6.4 TAXES OF COMMON AREAS. In addition to the annual and special Assessments discussed in Sections 6.1 through 6.3, each Lot Owner shall be responsible for reimbursing the Association for the Associations' cost of paying and collecting ad valorem property taxes and any other fees, assessments or taxes due to a governmental entity that are due and payable by the Association as a result of the Association's ownership of the Common Area, which includes the private way and the open space.

6.5 JOINT AND SEVERAL LIABILITIES. 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.

6.6 GENERAL FUND. The Association shall keep all monies which it may collect from Assessments other than special Assessments together with all other monies which it is required to add to the general fund pursuant to the provisions hereof, in a separate fund to be called the "general fund" and shall use the monies in the general fund only for the following purposes:

- (a) Payment of the cost of acquiring, developing, maintaining, and improving Private Ways, Open Space, and Association owned Service Areas (ie. Water system, well pumps, road repair, etc.) available to serve all of the owners.
- (b) Payment of taxes and Assessments levied against Private Ways, Open Space, Service Areas, and the Improvements thereon.
- (c ) Payment of the cost of providing security patrol, police services, fire prevention and control, utilities, and garbage and trash disposal services, if provided.
- (d) Payment of the cost of insurance, including but not limited to, insurance

protecting the Association, its Directors, Officers and Committees, against liability arising out of their function and activities in the administration of Parker Ranch.

- (e) Payment of the cost of enforcing the provisions contained in the Master Plan, the Parker Ranch Rules and Regulations and Architectural Review Committee Rules and Regulations.
- (f) Payment of the reasonable expenses and fees of the Board, Architectural Review committee, and such other special committees as shall from time to time be appointed to serve the Association.
- (g) Payment for other services or facilities which the Board deems to be of general benefit to the Owners. (e.g. Snow Removal)
- (h) Payment of costs incurred in collecting Assessments.
- (i) Payment of any expense reasonably incurred by the Board in carrying out any function for which it has been given responsibility hereunder. Included among the monies which are to be paid into the general fund are all regular Assessments, penalties, fees for Service Facilities located on Association owned Service Areas, Architectural Review Committee fees, interest on amounts payable into the general fund, and payments to reimburse the Association for monies expended from the general fund.

6.7 ANNUAL ACCOUNTING. Within a reasonable period of time following the close of each calendar year, the Association shall render to each Owner an accounting which shall set forth the assets and liabilities of the Association at the close of such year. The Association shall maintain records of all income and disbursements, which records shall be open to inspection by any Owner at any reasonable time during normal business hours.

## 7.0 PARKER RANCH ASSOCIATION

Parker Ranch Homeowners Association was incorporated in 20\_\_ 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. Where title to a single Lot is vested in two or more Owners, the Owners shall be required to designate in writing to the Association that single Owner empowered to exercise the voting right attaching to that Lot. Such representation in the Association shall commence, exist, and continue simply by virtue of the member's ownership of said Lot, shall expire automatically upon the termination of such Ownership, and need not be separately confirmed or evidenced by any certificate or acceptance of membership.

7.1 POWERS OF THE ASSOCIATION. In addition to such other powers as shall be given to or imposed upon it elsewhere in this Master Plan, Parker Ranch Homeowners Association, acting by and through its Board of Directors, shall have the following powers:

- (a) Construction of such Improvement on the Private Ways, Open Space, and Association-owned Service Areas as it deems will be of benefit to the Owners, their Lessees and Guests.
- (b) Maintenance and improvement of all Private ways, Open Space, Association owned Service Areas, and the Improvements thereon.
- (c) Enforcement of all Covenants and Restrictions contained in this Master Plan.
- (d) Promulgation and enforcement of Parker Ranch Rules and Regulations and the enforcement of both the Architectural Review Committee Rules and Regulations and the decisions rendered by said committee.
- (e) Payment of all ad valorem taxes and Assessments imposed on any of the Private

- ways, Common Areas, or Association Service Areas within Parker Ranch.
- (f) Provision of such services to the Owners as it shall deem to be of benefit to the Owners.
  - (g) Procurement and maintenance of property and liability insurance reasonable and necessary to protect the Association's interests in its assets. Such insurance shall also provide appropriated coverage for the Directors and Officers of the Association while in the performance of their duties on behalf of the Owners.
  - (h) Collection of Assessments, fees, and penalties.
  - (i) Fixing of fees in the Association owned service and for the collection thereof.
  - (j) Upon the determination that there exists on a Private Area a nuisance or other unattractive or undesirable condition such as a fire hazard, diseased trees, overgrowth of vegetation or the like, which is deemed to be undesirable and not to be in the best interests of the Owners generally, the right to request and enforce the correction or removal thereof in accordance with the provisions of paragraph 9.4 hereof.
  - (k) In addition to the foregoing, all the other powers granted to non-profit corporations and to homeowners associations by the Oregon Revised Statutes, as the same may be amended from time to time.

7.2 LIMITATION OF LIABILITY. The Board shall have sole power to determine for which authorized purposes monies in the general fund shall be spent including the power to determine how much shall be held in reserve. the association shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who has been made, or threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit, or proceeding by or in the right of the Association), by reason of the fact that the person is or was a Director or Officer of the Association, or serves or served at the request of the Association as Director, or Officer, of another corporation, joint venture, or other enterprise.

## 8.0 ARCHITECTURAL REVIEW COMMITTEE

8.1 FUNCTION OF ARCHITECTURAL REVIEW COMMITTEE. Architectural Review Committee shall exercise the functions for which it is given responsibility in this Architectural Review Committee Rules and Regulations. Generally, this committee will be responsible for the approval of plans and specifications for the development and maintenance of all areas subject to the Master Plan and the formulation, promulgation and enforcement of rules and all areas subject to the Master Plan and the formulation, promulgation and enforcement of rules and regulations governing the use and maintenance of all areas subject to the Master Plan and the Architectural Review Committee Rules and Regulations and all Improvements thereon.

8.2 SCOPE OF AUTHORITY. The Architectural Review Committee Rules and Regulations shall apply equally to all areas subject to the Master Plan. Prior to any final determination by the Board of Directors to exercise its powers under Sections 7.1 (a) and (b), the Board shall refer the proposed construction or improvement to the Architectural Review Committee for its review and comment. The Architectural Review Committee shall consider the matter at its next regularly schedules meeting called for that purpose and shall advise the Board of its recommendation.

8.3 MEMBERS. The Architectural Review Committee shall be appointed by the Board of Directors of Parker Ranch Association. Members may be removed and replaced at any time by

the Board. 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. The Declarant or its designated representative shall be a member of the Architectural Review Committee. Currently, the Board of Directors shall function as the Architectural Review Committee until they appoint an official Architectural Review Committee.

8.4 ACTION. The Architectural Review Committee may render its decision only by written instrument setting forth the committee's actions taken and the reasons therefore.

8.5 DUTIES AND RULES. The Architectural Review Committee shall consider and act upon all matters properly submitted to it pursuant to the Master Plan and the Architectural Review Committee Rules and Regulations. In furtherance of this function, the Architectural Review Committee may from time to time adopt, amend and repeal rules and regulations, to be known as the "Architectural Review Committee Rules and Regulations", establishing its operating procedures and detailing, interpreting, and implementing the provisions of the instruments pursuant to which it is charged with responsibility. The Architectural Review Committee may establish a reasonable fee schedule to offset its costs incurred in considering and acting upon matters submitted to it. Such fees shall be paid into the general fund. A current copy of the Architectural Review Committee Rules and Regulations and schedule of fees shall be kept on file at the principal office of the Association at all times. Such rules shall have the same force and effect as if set forth herein as part of the Master Plan. Any rule, regulation, or fee adopted by the Architectural Review Committee or any waiver of published rules, regulations, and fees shall be subject to approval by the Board.

8.6 NON-WAIVER OR PRECEDENT. Consent by the architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a waiver or precedent impairing its right to withhold approval as to any other matter thereafter proposed or submitted to it for consent.

8.7 LIABILITIES. Neither the Architectural Review Committee nor any member thereof nor any person assisting in the review process shall be liable to any Owner or the Association or any part who has submitted an application to the Architectural Review Committee for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or a member thereof, provided only that the member, in accordance with actual knowledge possessed by him, has acted in good faith.

8.8 RIGHT OF APPEAL. All Architectural Review Committee decisions are subject to appeal utilizing the appeal procedure contained in the committee's published Rules and Regulations. The appeal procedure insures that ultimate responsibility for and authority over all Architectural Review Committee decisions rests with the Board who, by a majority vote, may confirm, modify, or reverse any such decision thus appealed.

## 9.0 ENFORCEMENT

9.1 GENERAL PROVISIONS. The Parker Ranch Homeowners Association shall have the right to enforce all Covenants, Restrictions, Conditions, Reservations, Rules and Regulations, liens, and charges now or hereafter imposed by the provisions of the Master Plan. Failure to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. Any Owner shall have the same right of enforcement, provided that such Owner shall have given the Association 90 days advance notice in writing of his intention to commence such an action

and upon the expiration of the notice period, the Association has not commenced its own independent enforcement action.

9.2 VIOLATION OF A PARKER RANCH DECLARATION BY A NON-QUALIFICATION IMPROVEMENT. In the event any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of Parker Ranch Master Plan or the Rules and Regulations of the Association or the Architectural Review Committee, or in the event that an Owner maintains or permits any Improvement or condition on his Lot contrary to the provisions of such Master Plan or 60 days after delivery to such Owner of written notice of the violation, or alter, repair or change the Improvement or condition which is in violation of such declaration, Rule or Regulation in such manner as to make it conform thereto. The association may charge such Lot Owner for the reasonable cost of the work done by it or performed on its behalf pursuant to this section. Such amounts shall become due and payable upon delivery by the Association to the Owner of notice of the amount due, and, upon receipt, shall be paid into the general fund.

9.3 DEFAULTS IN PAYMENT OF ASSESSMENTS AND CHARGES. Each Assessment, charge, or penalty levied or imposed pursuant to the master Plan, together with interest thereon, shall be a separate, distinct and personal debt and obligation of the Owner against whom the Assessment or charge is levied or imposed or from whom the amount is due. If the Owner fails to pay any such Assessment, charge, or penalty not paid together with interest, costs, and attorneys' fees shall become a lien upon the Lot(s) owned by the person from whom the Assessment, charge, or penalty is due upon the filing by the Association in the records of mortgages of Deschutes County, Oregon, a notice of lien setting forth the amount due and a description of the Lot(s) against which the lien is imposed.

9.4 RIGHT OF ENTRY. The Association or any member of the Architectural Review Committee may at any reasonable time, upon reasonable notice, and from time to time at reasonable intervals, enter upon any Lot or Open Space area or any Improvement thereon is then in compliance with the Master Plan, or the Rules and Regulations of the Association or the Architectural Review Committee. In no event shall such entry be deemed to constitute a trespass or otherwise create any right of action in the Owner or occupant of such Lot.

9.5 INTEREST. Any amount not paid to the Association when due shall bear interest from the date due until paid at the rate of 12 percent per annum.

9.6 EXPENSES AND ATTORNEYS FEES. In the event that the Association shall bring any suit or action to enforce any provision contained in the Master Plan, or in the Rules and Regulations of the Association or the Architectural Review Committee or to collect any money due to if there under or to foreclose a lien, the defendant in such suit or action shall pay to the Association all costs and expenses which the Association may incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable attorneys' fees therein, including attorneys' fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court. The Association shall also be entitled to assess and collect any and all costs incurred incident to the collection process even though no formal action or suit is commenced.

9.7 NON-EXCLUSIVENESS AND ACCUMULATION OF REMEDIES. Election by the Association to pursue any remedy shall not prevent concurrent or subsequent exercise of another remedy permitted by law. The remedies provided in the Master Plan or in the Rules and Regulations of the Association or the Architectural Review Committee are not intended to be

exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or specific performance available under applicable law.

## 10.0 TIMESHARE PLANS

10.1 TIMESHARE PROHIBITED. The creation of any timeshare plan with respect to any Lot, or any portion thereof, within Parker Ranch is prohibited.

10.2 VIOLATION. If a violation of the prohibitions set forth in the section should occur, the Association is authorized to withhold from each and every Owner of a timeshare interest in such property, including their families, Lessees and Guests, the right to further use and enjoyment of the Open Space so long as the violation continues.

## 11.0 MISCELLANEOUS PROVISIONS.

11.1 AMENDMENT AND REPEAL. Any provision of this Master Plan may at any time be changed by the Parker Ranch Association by amending, repealing, or adding provisions in accordance with the following procedures:

- (a) The Board of Directors of the Parker Ranch Homeowners Association shall adopt a resolution setting forth the proposed change and directing that it be submitted to a vote of the Owners. The Owners shall have the same rights of petition relative to the amendment of the Master Plan as those set forth herein for amendment of Parker Ranch Rules and Regulations.
- (b) Written notice setting forth the proposed change, or a summary of the changes to be effected thereby, shall be given to each Owner at least 60 days prior to the time of the meeting at which the proposed change is to be considered.
- (c) At the meeting of the Owners at which the proposed change to the Master Plan is to be considered, the proposed change shall be submitted to a vote of the Owners. The proposed change shall be adopted upon receiving two thirds vote cast, whether in person, by written ballot, or by proxy, by all of the Owners of the Association eligible to vote on such change.
- (d) Any such change shall become effective only upon the filing in the records of deeds of Deschutes County, Oregon, of a certificate of the Secretary of the Association setting forth in full the amendment, repeal, or additional provision approved as provided in this section and certifying that said change has been approved in the manner required herein.

11.2 JOINT OWNERS. In any case in which two or more persons share the Ownership of any Lot, regardless of the form of Ownership, the responsibility of such persons to comply with the provisions of the Master Plan, Rules and Regulations and Architectural Review Committee Rules and Regulations shall be joint and several. The vote or consent of any one or more of such persons shall constitute the vote or consent of the entire Ownership interests, provided however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association and the vote or right of consent involved shall then be disregarded completely in determining the number of votes or consents given with respect to such matter.

11.3 CONSTRUCTION; SEVERABILITY; NUMBER; CAPTIONS. The Master Plan shall be construed as an entire document to accomplish the purposes detailed in the statement of "OBJECTIVES". Nevertheless, each provision of the Master Plan shall be deemed independent and severable, and the invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of the Master Plan.

11.4 DISCLAIMER. The amending and filing of this Master Plan shall not be construed to evidence the intention of the Association to become a Planned Community as defined by the Oregon Revised Statutes or to become subject to the provisions applicable to a planned community, except only as expressly set forth therein.

11.5 NOTICES. Any notice permitted or required by the Master Plan may be delivered either personally or by mail shall be deemed to have been accomplished 24 hours after the notice has been deposited in the United States mail, with postage prepaid, addresses as follows:

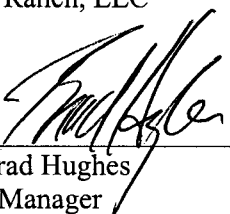
If to the Association or the Architectural Review Committee:

Parker Ranch Homeowners Association  
c/o Labrador Ventures  
1019 Pacific Avenue, Suite 916  
Tacoma, WA 98402

or to such other address as the Association may designate in the Rules and Regulations of Parker Ranch. If to a Lot Owner, at the address given by him at the time of his purchase of a Lot or at the address of his Lot within Parker Ranch. The address of any person may be changed by him at any time by notice in writing delivered as provided herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration setting forth as the Master Plan of Parker Ranch to be executed this 18<sup>th</sup> day of DECEMBER, 20 08.

Parker Ranch, LLC

  
By: Brad Hughes  
Title: Manager



**ACKNOWLEDGEMENT:**

STATE OF OREGON

SS

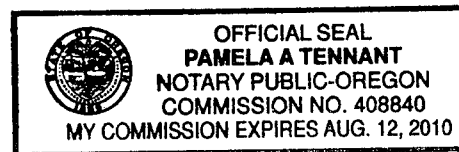
COUNTY OF DESCHUTES

ON THIS 18<sup>th</sup> DAY OF DECEMBER, 2008, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON, PERSONALLY APPEARED BRAD HUGHES, MANAGER, PARKER RANCH, LLC TO ME PERSONALLY KNOWN OR PROVED TO ME BY STATISFACTORY EVIDENCE TO BE THE IDENTICAL PERSON DESCRIBED HEREIN, WHO EXECUTED THE FOREGOING DECLARATION AND ACKNOWLEDGE TO ME THAT HE DID SO FREELY AND VOLUNTARILY FOR THE PURPOSE THEREIN NAMED.

SUSCRIBED AND SWORN BEFORE ME THIS  
18<sup>th</sup> DAY OF DECEMBER, 2008.

  
(NOTARY SIGNATURE)

NAME (PRINT): PAMELA A TENNANT  
NOTARY PUBLIC, STATE OF OREGON  
COMMISSION NO. 408840  
MY COMMISSION EXPIRES: AUGUST 12, 2010

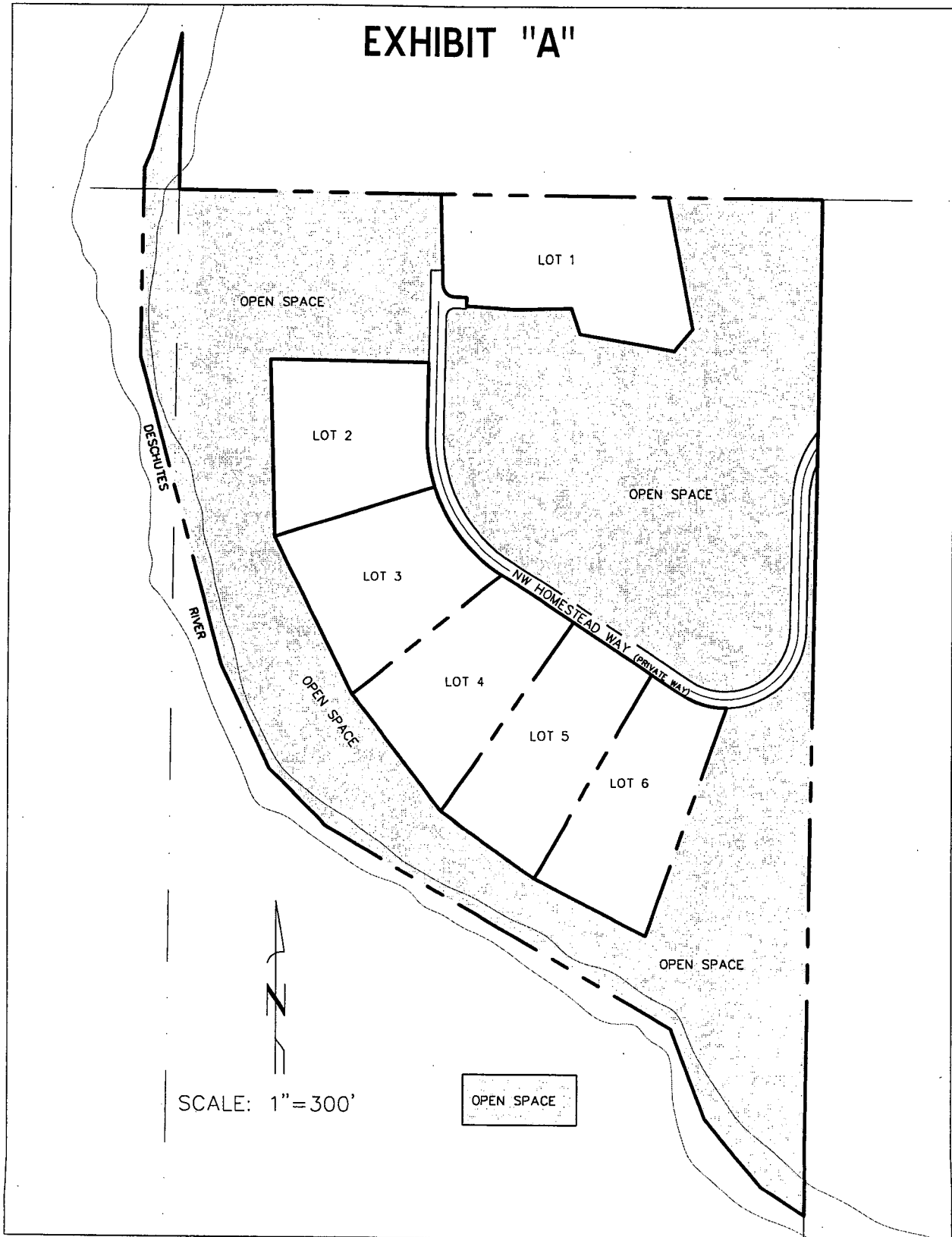


# PARKER RANCH

## A 6-LOT CLUSTER DEVELOPMENT

TP-07-996, CU-07-22, V-07-3

LOCATED IN THE W 1/2 SE 1/4, NE 1/4 SW 1/4 & SE 1/4 NW 1/4 OF SECTION 26, T.14S., R.12E., W.M.,  
DESCHUTES COUNTY, OREGON.



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## BYLAWS OF PARKER RANCH

### 1.0 HOMEOWNERS ASSOCIATION

This Association is formed pursuant to the Master Plan of Parker Ranch, dated DECEMBER 18, 2008 and recorded \_\_\_\_\_, 20\_\_\_\_ in Volume \_\_\_\_\_, page\_\_\_\_\_, Official Records of Deschutes County, Oregon. This is a nonprofit corporation organized and existing under the laws of the State of Oregon.

Pursuant to the Master Plan of Parker Ranch the Corporate Charter provides in the event of dissolution of the corporation, either voluntarily or involuntarily, its assets shall be transferred to a successor unincorporated Parker Ranch of the same name with the same purposes, objects and duties. It further provides that no part of the revenue or income of this corporation, either current or accumulated, shall inure to the benefit of any member of the corporation or of any individual or be applied or used for any purpose other than to further the objects specified in the Corporate Charter which incorporates the provisions of the Master Plan of Parker Ranch. In accordance with the Master Plan of Parker Ranch the Developer will eventually delegate to this Parker Ranch all of its responsibilities, to the end that this Parker Ranch Association shall become the Manager of Parker Ranch.

### 2.0 NAME AND LOCATION

The name of this nonprofit Association is Parker Ranch. Its principal office is located at:  
c/o Labrador Ventures  
1019 Pacific Ave., Suite 916  
Tacoma, WA 98402

### 3.0 DEFINITIONS

The following terms when used herein shall have the following meanings unless a different meaning is plainly required by the context:

3.1 All terms defined in the Master Plan shall be so defined herein.

3.2 "MASTER PLAN" shall be that instrument filed in Volume \_\_\_\_\_ Page \_\_\_\_\_, Official Records, Deschutes County, Oregon.

3.3 "PARKER RANCH" shall be those documents used to create specific sections throughout Parker Ranch.

### 4.0 MEMBERSHIP

4.1 MEMBERSHIP QUALIFICATIONS. Every Lot Owner shall be a member of this Parker Ranch. No other membership qualification shall be required.

4.2 RIGHT TO VOTE. Every member shall have a right to vote as provided in these Bylaws and the Master Plan of Parker Ranch. In any case in which two or more persons share the Ownership of any Lot, regardless of the form of Ownership, the responsibility of such persons to comply with the provisions of the Master Plan and Parker Ranch Declarations shall be joint and severable. The vote or consent of any one or more such persons shall constitute the vote or consent of the entire Ownership interests, provided however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be

exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association and the vote or right of consent involved shall then be disregarded completely in determining the number of votes or consents given with respect to such matter.

4.3 OTHER RIGHTS AND PRIVILEGES. Every member of this Parker Ranch Association in good standing shall have the right to the use and enjoyment of the Association's Open space and Private Ways in accordance with the provisions of the Rules and Regulations of the Parker Ranch Association, and each member has the right to grant permission to his Guest to use such Open space and Private Ways subject to such Rules and Regulations. The term "Guest" as used herein shall exclude any Business Invitee which is a vendor, contractor or other person engaged in the performance of business activities while present at Parker Ranch.

4.4 SUSPENSION OR CURTAILMENT OF RIGHTS AND PRIVILEGES. All rights and privileges attributable to membership in this Parker Ranch Association may be suspended or curtailed by action of the Board of Directors with respect to any member who is declared by such Board to be not in good standing due to repeated or continuous violations or abuse by either such person, a member of such person's family, or a Guest of such person of the Rules and Regulations of the Parker Ranch Association, but only if such person has been first provided with at least (30) days prior notice in writing setting forth therein the proposed declaration, the grounds in support of such action, and the duration thereof. Such notice shall be forwarded to the last known mailing address of such member and shall contain a statement that the member may appeal such action, provided that such appeal is filed in writing with the Parker Ranch Association within fifteen (15) days following the date of the notice of the proposed declaration. An informal hearing of the appeal before the Board of Directors may be granted, if requested by the member.

Whenever a suspension of membership privilege has been occasioned solely as a result of a delinquency in the payment of amounts due to the Parker Ranch Association, such suspension shall immediately terminate upon the receipt by the Parker Ranch Association of the full amount of the delinquency.

During any period in which a member shall be in default in the payment of any regular or special Assessment or fine levied by the Association, or in violation of any rule or regulation, the voting rights of such member and/or any other membership rights of such member, may be suspended by the Board, after written notice and an opportunity to be heard, are granted to the delinquent or noncomplying member, until such Assessment or fine has been paid or violation remedied.

4.5 TERMINATION. Membership in the Parker Ranch shall terminate upon the transfer of the fee simple title to a Lot (or a portion thereof, or a contract purchaser's interest therein effective upon the recording of such transfer on the records of this Parker Ranch Association).

## 5.0 MEETINGS AND ASSOCIATIONS

5.1 PLACE OF MEETINGS. Meetings of the membership shall be held at the principal office of business of the Parker Ranch Association or at such suitable place convenient to the membership as may be designated by the Board of Directors.

5.2 ANNUAL MEETINGS. An annual meeting of the members shall be held annually at a day and time fixed by the Board of Directors.

5.3 SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President, or upon resolution by the Board of Directors or written request of at least 33 percent of the members.

5.4 NOTICE. It shall be the duty of the secretary to mail at least 15 but not more than 60 days

prior to such meeting a notice or special meeting of members, stating the purpose of the meeting and the time and place of the meeting to each member at the address of the member in the records of the Parker Ranch Association for the purpose of notice.

5.5 QUORUM OF LOT OWNERS. At any meeting of the Parker Ranch Association the Owners of 66 percent of the Lots, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a Lot Owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a 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 from time to time until a quorum is present.

5.6 NUMBER OF VOTES. At any meeting of the Parker Ranch Association where voting takes place, each member present, whether in person or by proxy, shall have the right to cast one vote for each original Lot in conformance with the section 4.2. Fractional voting will not be allowed for those Lots having multiple ownership. The member representing each such Lot shall determine the vote of that Lot.

5.7 PROXIES. A member may vote in person or by proxy executed in writing and files with the secretary. Each proxy shall be revocable and shall automatically terminate upon termination of membership.

5.8 VOTING. The Association shall have one class of membership.

(a) Class A. Class A members shall be all Owners

Class A Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Lot; provided, however, no vote shall be cast or counted for any Lot not subject to Assessment. When more than one person or entity holds such interest in any Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Lot(s) which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the Lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

## 6.0 BOARD OF DIRECTORS

6.1 GOVERNING POWERS. The power to govern the affairs of the Parker Ranch Association shall be vested exclusively with the Board of Directors which shall be comprised of Three (3) members, including developer, in good standing. Except as provided in Section 4 of this Article, the Directors shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

6.2 TERM. Each director shall serve a term of three years. Commencing with the year 20\_\_\_\_, the Directors shall be elected as follow: Three Directors for terms of three years. Thereafter, terms shall commence on July 1<sup>st</sup> and expire on June 30<sup>th</sup> of the third year or until their successors are duly elected. A member may serve more than one term as director.

6.3 NOMINATIONS. Prior to January 31 of each year, any Owner/Member may submit the names of candidates for election to the Board of Directors to serve as replacements for those Directors whose terms will expire as of the following June 30. Such submissions shall also set forth the Lot designation and area of permanent residence for each of the candidates.

6.4 VACANCIES. A vacant position on the Board of Directors shall be filled by a vote of a majority of the remaining Directors and the director so selected shall then serve for the remainder of former Director's term.

6.5 COMPENSATION. A director shall not be entitled to receive any financial compensation attributable to service as a member of the Board of Director's. A Director may be reimbursed for any expense which he incurs on behalf of the Parker Ranch Association, provided such expenditure is adequately substantiated and approved by both the President and the Secretary.

6.6 ELECTION PROCEDURES. Cumulative voting shall not be permitted. The votes cast for each candidate shall be tallied by the Board of Directors and the candidate shall be ranked in accordance with the total number of votes cast for each candidate, the candidates receiving the highest rankings shall be deemed elected to serve as Directors in accordance with the number of vacant positions to be filled.

## 7.0 MEETING OF THE BOARD OF DIRECTORS

7.1 REGULAR MEETING. Immediately after each annual meeting of members the Directors elected at such meeting and those holding over shall hold an organizational meeting for the purpose of electing officers as herein provided and for transaction of such other business as may come before the meeting. No prior notice of such meetings shall be required to be given to the Directors. The Board of Directors by resolution may establish other dates, times, and places for regular and special meetings of the Board.

7.2 SPECIAL MEETINGS. Special meetings may be called the President at the request of at least two Directors or in response to a consultation request from the manager pursuant to the Mater Plan or at the President's direction. These special meetings may be held at such reasonable times and places as the President may be determine and shall be limited to only those items of business describes in the notice of such special meeting.

7.3 NOTICES. No notice need be given for regular meetings held pursuant to Section 7.1. Notice of special meetings must be given at least two days prior to the time of the meeting and shall include all business to be considered at the meeting. Attendance at the meeting shall constitute a waiver of notice thereof.

7.4 QUORUM. A majority of the Directors shall constitute a quorum. Directors may take any action which is in their power without a meeting by obtaining written approval of all of the Directors of such action.

7.5 CONDUCT OF MEETING. The President shall preside over all meetings of the Board of Directors, and the Secretary. Treasurer shall keep a minute book of the Board of Directors and a record of all transaction and proceedings occurring at such meetings.

7.6 OPEN MEETINGS. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

7.7 EXECUTIVE SESSION. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

7.8 ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a



meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. An explanation of the action taken shall be available at the Association office within (3) days after the written consents of all the Board members have been obtained.

## 8.0 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 GENERAL POWERS. The Board of Directors shall have power to exercise all powers, duties, and authority vested in or delegated to the Parker Ranch Association and not reserved to the membership by provisions of these Bylaws, the Articles of Incorporation, and Parker Ranch Master Plan.

8.2 POWERS OF THE MANAGER. The Board of Directors may employ or contract for a managing agent or a Manager and establish compensation and to the extent it deems proper delegate its management functions.

8.3 OTHER POWERS. The Board shall have the power to declare the office of a member of the Board of Directors vacant in the event such member shall be absent without excuse from four regular meetings of the board of Directors. The Board shall have the power to employ employees and officials and prescribe their duties and fix their compensation.

8.4 DUTIES OF THE BOARD OF DIRECTORS. The Board shall have the power to (a) cause to be kept a complete record of all of its acts and the proceedings of its meetings and to cause to be presented at the annual meeting of the members a report reviewing the business and affairs of the Parker Ranch Association for the past year; (b) procure and maintain adequate insurance on property owned, leased, or otherwise used by Parker Ranch; (c) cause at its discretion all officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on any such bond to be paid by Parker Ranch Association; (d) to perform all other responsibilities given it by the Master Plan or any Parker Ranch Declaration.

8.5 LIABILITY AND INDEMNIFICATION OF DIRECTORS. No member of the Board or any other 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, loss or prejudice suffered or claimed on act, omission, error or negligence of the Association, the Board or any representative or any 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, 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 Maintenance Fund established pursuant to the Master Plan of Parker Ranch. The Board shall be responsible for obtaining insurance, to the extent possible, to provide indemnification provided for in this section.

8.6 Prohibited Acts. The Board of Directors shall not take any of the following actions except with the written consent of a majority of the total votes of the association, other than those of the Declarant:

(a) Paying compensation to members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association;

(b) Fill a vacancy on the Board created by the removal of a Director; or

(c) Enter into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one (1) year with the following exceptions:

(i) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans' Administration;

(ii) A contract with a public utility company, if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(iii) Prepaid casualty and/or liability insurance policies of not to exceed five (5) years, provided that the policy permits short rate cancellation by the insured; and

(iv) Lease agreements for equipment of a duration not to exceed five (5) years, provided that the lessor is not an entity in which Declarant or its successors have a direct or indirect interest of ten percent (10%) or more.

## 9.0 COMMITTEES

The Board of Directors may appoint such Committees as it in its discretion deems necessary to assist in the operation of the affairs of the Parker Ranch Association. Such committees shall exercise all powers and be subject to all duties which the Board of Directors shall give them. Committee members need not be members of the Board of Directors but shall be members of the Parker Ranch Association or employees or officers of the Parker Ranch. The Architectural Review Committee may include professional members of the Parker Ranch design team that are not members of the Association. A majority of the members of any Committee shall recommend its procedures, subject to Board approval

## 10.0 OFFICERS

10.1 RESIGNATION AND ELECTION. The principal officers of the Board shall be a President, a Vice President, and a Secretary/ Treasurer. The Board may appoint an assistant secretary or an assistant treasurer by resolution.

10.2 REMOVAL, RESIGNATION AND VACANCIES. Any officer may be removed by an affirmative vote of a majority of the members of Parker Ranch Association. A vacancy in any office may be filled in the manner prescribed for regular elections with the officer elected filling the remainder of the term of the officer he replaces.

10.3 PRESIDENT. The President shall preside at all meetings of the Board and the Parker Ranch Association. He shall have all the general powers and duties which are usually vested in the president of a corporation.

10.4 VICE PRESIDENT. The Vice President shall take the place of the President perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act the Board will appoint some other Board member to do so on an interim basis. He shall also perform other such duties as may be delegated to him by the Board of Directors.

10.5 SECRETARY/TREASURER. The Secretary/Treasurer shall keep the minutes of all meetings of the members of the Parker Ranch Association and of the Board; shall serve notice of any such meetings; shall keep appropriate records of the names and addresses of the Parker Ranch Association members, and shall perform other duties incident to the office of Secretary/Treasurer. The Secretary/Treasurer shall have care and custody of and be responsible for all the funds of the Parker Ranch Association and shall deposit such funds in the name of the Parker Ranch Association

in such banks or safe deposit companies as the Board may designate; shall make, sign, and endorse in the name of the Parker Ranch Association all checks, drafts, notes, and other orders for the payment of money, and shall perform all duties incident to the office which the Secretary/Treasurer of the corporation normally performs. Any disbursements over the amount of \$500.00 shall require two officers' signatures. Any disbursements over the amount of \$500.00 that is not budgeted shall require Board approval.

10.6 DELEGATION AND CHANGE OF DUTIES. In the event of absence or disability of any officer the Board of Directors may delegate during such absence or disability the powers or duties of such officer to any other officer or any Directors.

## 11.0 BOOKS, RECORDS, AND AUDITS

11.1 INSPECTION BY MEMBERS. The books, records and papers of the Parker Ranch Association shall at all times during reasonable business hours be subject to inspection by any member or his authorized agent at the office of Parker Ranch Association.

11.2 AUDIT. An annual audit shall be within 90 days of the end of the close of the books/corporate fiscal year and made by a Certified Public Accountant previous to the date of each annual meeting, at which meeting such report shall be presented. A special audit shall be made at any time upon order of the Board of Directors or upon a majority vote of the members at any regular or special meeting.

11.3 EXECUTION OF INSTRUMENTS. All checks, drafts, notes, bonds, acceptances, deeds, leases, contracts and other instruments shall be signed by such person or persons as may be designated by general or special resolution of the Board of Directors and, in the absence of any such general or special resolution applicable to any such instrument, then such instrument shall be signed by the Chairman.

11.4 FISCAL YEAR. The fiscal year of the Association shall be January 1<sup>st</sup> through December 31<sup>st</sup>.

## 12.0 AMENDMENTS

These Bylaws may be amended by a majority of the members of the Board of Directors.

## 13.0 MISCELLANEOUS.

13.1 NOTICES. All notices to the Parker Ranch Association or to the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Parker Ranch Association, or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any Lot Owner shall be sent to such address as may have been designated by him from time to time, in writing, to the Board of Directors.

13.2 WAIVER. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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

13.4 PARLIAMENTARY AUTHORITY. The Parliamentary Rules contained in "Roberts Rules of Order" shall be the model adhered to in the governance of Parker Ranch.

#### 14.0 FINES AND PENALTIES

The Board of Directors may provide for the imposition of fines or penalties to be levied or assessed against any member or his Guest for violations by such persons of the Master Plan, a Section Declaration, or the Rules and Regulations of the Parker Ranch Association, provided that every such member or Guest shall be given a reasonable opportunity to protest or appeal the imposition of such fine or penalty before the Board of Directors or its representative, and, further provided, that such fine or penalty shall be reasonable and commensurate with the nature of the offense. The schedule of fines and penalties need not be set forth in the Rules and Regulations of the Parker Ranch Association, but a copy thereof must be available for inspection by any member at the principal office of the Parker Ranch Association.

#### 15.0 GRIEVANCES AND APPEALS

15.1 APPEALS. Any resident, Owner, or Guest of such resident or Owner may file a written appeal with the Board of Directors with respect to the imposition of a fine or penalty for a Rules violation; a decision or order of the architectural Review Committee; an alleged failure of the Architectural Review Committee to perform a duty; or to compel or enjoin further action by any party alleged to be acting in violation of, or failing to act in accordance with the Associations master Plan, the Bylaws, or Rules and Regulations, provided that the party filing such appeal has first complied with the grievance procedures as set forth in the Association's Rules and Regulations.

15.2 APPEALS PROCEDURES. The procedure for filing such appeals will be set forth in the Rules and Regulations of the Parker Ranch Association. The objective of these procedures shall be to provide an aggrieved party with adequate opportunity to be heard in an informal proceeding without the necessity or inconvenience of costly litigation to either party.

PARKER RANCH  
RULES AND REGULATIONS

As adopted in final form by the Board of Directors,  
PARKER RANCH ASSOCIATION

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## 1.0 ADMINISTRATIVE RULES

### 1.1 AUTHORITY TO IMPOSE RULES AND REGULATIONS

1.1.1 The authority of the Association Board to adopt, amend or repeal Regulations to be known as the Parker Ranch Rules and Regulations is contained in Section 11.1 of the Master Plan.

1.1.2 DEFINITIONS. The definitions contained in Section 1 of the Master Plan will apply to these Rules and Regulations. The term "Parker Ranch Manager" as used herein shall mean the Contract Manager or its designee, or the chief administrative officer (the President) of the Association or his designee.

### 1.2 ADOPTION, AMENDMENT OR REPEAL

1.2.1 The Association Board may adopt, amend, or repeal a rule or regulation contained or to be contained within these Rules and Regulations in accordance with the procedure set forth herein.

1.2.2 The adoption, amendment or repeal of a rule may also be proposed by a petition signed by 33 percent of the Lot Owners which petition must then be submitted for a vote by all Lot Owners. If the petition is approved by a majority of all Lot Owners, the adoption, amendment or repeal of the rule will be approved by the Association Board at its next regular meeting, provided that the Association Board determines that there have been no irregularities in the vote, and the adoption, amendment or repeal of the rule will become effective thirty (30) days thereafter unless otherwise provided from within the petition.

### 1.3 NOTICE OF TEMPORARY RULES AND REGULATION AND OPPORTUNITY FOR COMMENT

1.3.1 Any change in the Rules and Regulations by action of the Association Boards, whether by adoption of a new rule or by amendment or repeal of an existing rule, must be approved by a majority vote of the Directors of the Association present at a regular meeting at the Association Board.

1.3.2 Any change in the Rules and Regulations will become immediately effective as a Temporary Rules or Regulation for a period of seventy five (75) days after the date on which such change was approved by the Association Board or such later date as may be designated by the Association Board.

1.3.3 A written notice setting forth the change in the Rules and Regulations as approved by the Association Board, together with an explanation in support thereof, will be provided to each Lot Owner not later than twenty (20) days following the date of such Board approval.

1.3.4 Such written notice shall also set forth the period of time during which Lot Owners may submit written comments to the Association Board with respect to such change in the Rules and Regulations. The period of time during which comments may be submitted shall not be less than thirty days nor more than forty five (45), sixty (60) days following the date of the notice of such change.

1.3.5 At the discretion of the Association Board, such written notice may provide an opportunity for oral comment either at a regular meeting of the Association Board or at a special time and place designated therein for such purpose, provided that in either case the time for such oral comment must be set within the period of time prescribed for the submission of written comments.

1.3.6 At the next regular meeting of the Association Board following the close of the period for submission of comments by Lot Owners, the Association Board will give serious consideration to all of the comments received and it shall make such changes in the Temporary Rule or Regulation as it may deem appropriate prior to adopting the rule in its final form.

1.3.7 The Temporary Rules shall remain in effect for a period of fifteen (15) days following the approval and adoption of the rule in final form by the Association Board after which time the rule in its final form shall become effective.

1.3.8 The Rules and Regulations as finally adopted by the Association Board, or the Lot Owners in accordance with Section 1.2.2 herein, shall have the same force and effect as if set forth as a part of the Parker Ranch Master Plan.

#### 1.4 PUBLICATION OF RULES

1.4.1 A copy of the Parker Ranch Rules and Regulations and copies of any changes thereto will be kept on file at the Association's principal office and placed at such other place or places designated by the Association Board for reference purposes.

1.4.2 Each Lot Owner will be given a copy of such Rules and Regulations as well as any changes thereto in the final form subsequently approved by the Association Board by the Secretary/Treasurer.

#### 1.5 ENFORCEMENT OF RULES AND REGULATIONS

1.5.1 Parker Ranch Rules and Regulations will be enforced only by those persons who are granted enforcement authority by the Association Board and in accordance with enforcement procedures authorized by such Board. Fines may be imposed by the enforcement authority for violations of any Rule or Regulation. A maximum fine of \$50 per week may be imposed until the violation has come in to compliance.

1.5.2 In accordance with the provisions of Section 5 of the Master Plan each Lot Owner is deemed to have consented that he will abide by, and cause all those who come upon his premises to abide by, these Rules and Regulations. A violation of a Rule or Regulation contained herein 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 be liable for the payment of a fine or penalty to the Association. In such cases, a citation, delivered personally by a Board member to the offending Lot Owner stating the date, time and place the offender must appear before the reviewing body and a complaint notice, citing the law violated or the alleged facts to explain what the offender has done to violate the law will be delivered to the offender. The person deemed "cited" upon receipt of the citation and compliance notices. A failure by the association to enforce any rule or regulation contained herein shall in no event be deemed a waiver of the



right to do so thereafter.

1.5.3 Any fine or penalty assessed to a Lot Owner, resident, or a Guest of such Lot Owner or resident which remains unpaid when due will become a lien upon the property owned or occupied by such Lot Owner, resident or Guest from whom such amount is due upon the filing of a notice of lien.

## 1.6 LIMITATION OF LIABILITY

1.6.1 Neither the hearing officer, the hearing panel, the Association Board nor any other person assisting in the enforcement or appeal process at the request of the Association Board, shall be liable to any Owner, or the Association or any other person against whom action is taken pursuant to these Rules and Regulations, for any damage, loss or prejudice suffered or claimed on account of any action or failure to act provided only that such conduct was in good faith, in accordance with knowledge actually possessed.

## 1.7 PARTIES WHO MAY CONTEST CITATION AND COMPLAINT

1.7.1 Any Lot Owner, Guest or any other person who is cited for a violation of the Rules and Regulations of Parker Ranch Homeowners Association may contest any such citation or decision as provided herein.

## 1.8 TIME FOR CONTESTING CITATION AND COMPLAINT

1.8.1 Any party named in Section 1.7.1 above must file a written notice of his or her intent to contest with the association office of Parker Ranch, Deschutes County, Oregon, within ten (10) days of the date the party is cited for a violation of these Rules. Such notice may be by letter signed by the appellant or upon a form provided at the Association office for such purposes.

## 1.9 HEARING PROCEDURE

1.9.1 The President of the Board of the Association shall appoint one Association Board member and himself to act as a hearings panel. The Board member need not be the same member for each hearing.

1.9.2 The panel shall set a time within fifteen (15) days of receipt of written notice of intent to contest a citation and complaint to conduct a hearing unless a different time is mutually agreed upon between the parties. Hearing conducted under this provision shall take place at Parker Ranch, Deschutes County, Oregon.

1.9.3 The hearing shall be conducted informally and each party shall be entitled to present testimony or other evidence in support of its position, either in person or in writing within the fifteen (15) days before the hearing. The party issuing the citation shall have the burden of proving its

case by the greater weight of the evidence.

1.9.4 The decision of the panel must be unanimous and when rendered shall be final and binding upon both parties. All decisions shall be made in writing. Each party shall be entitled to a copy of the decision. Decisions shall be issued within fifteen (15) days of the date after the hearing.

#### 1.10 FILING FEE

1.10.1 The Association Board may establish a fee to be paid by any party contesting a citation and complaint or appealing a decision hereunder which fee shall be related to the expenses of Parker Ranch Personnel in processing and conducting the appeal if the party appealing is found guilty.

#### 1.11 APPEAL PROCESS

1.11.1 Any resident, Owner, or Guest may file a written appeal with the Association Board with respect to:

- (a) The imposition of a fine or penalty for Rules violations;
- (b) A decision or order of the Architectural Review Committee or Parker Ranch Manager;
- (c) An alleged failure of a Committee or Parker Ranch Manager to perform their respective duties; or,
- (d) Compel or enjoin further action by parties alleged to be in violation of the Master Plan, the Association By-Laws, the Rules and Regulations of the Architectural Review Committee Rules and Regulations.

1.11.3 Upon receipt of such appeal and the payment of any required Filing Fee, the President/Chairman of the Association Board will appoint a qualified Lot Owner to serve as a hearing Officer and to conduct an informal hearing of such appeal.

1.11.4 Within ten (10) days following the receipt of the Appeal the Hearing Officer will notify the parties of the date set for hearing of the Appeal. A hearing must be scheduled for a date not later than thirty (30) days following the receipt of the Appeal unless such period is extended to serve the mutual convenience of the parties. All hearings will be held at Parker Ranch (unless otherwise agreed to by the parties) at a time and place to be set forth in the Notice of Hearing.

1.11.5 The hearing will be conducted informally by the Hearing Officer and a suitable informal record will be kept thereto in accordance with hearing procedures approved by the Association Board. Parties to the dispute may have an attorney or other expert present at the hearing, but none of the parties to the hearing may be represented solely by his attorney or any other person.

1.11.6 Within thirty (30) days following the hearing the Hearing Officer will submit a report of the hearing to the Association Board and to the parties involved setting forth the relevant facts and applicable Rules or Regulations or provisions of other Association governing documents together with his recommendation for a decision.

1.11.7 Any party to the Appeal may file a written objection to such recommendation within ten (10) days of the Hearing Officer's report. If such party wishes to appear before the Board at

its next regular meeting, he shall so state this intention.

1.11.8 At its next regular meeting the Association Board will listen to brief oral arguments by any party in support of a protest to the Hearing Officer's recommendation, provided such party has complied with the requirement of giving prior notice of his intention to appear. The Hearing Officer will be present during such oral arguments and may be requested to comment concerning such arguments.

1.11.9 Following such arguments the Association Board will render its decision. An immediate decision may be postponed upon the adoption of a motion to deliberate on the matter further before reaching a final decision. A final decision must be rendered by the Association Board within fifteen (15) days thereafter unless the complaining party consents to a longer period.

1.11.10 A notice of the Decision by the Association Board will be mailed by certified mail (return receipt requested) to each of the parties within fifteen (15) days after such Board has rendered its decision. Such notice shall set forth the period of time within which a party must comply with the Decision and the action which will be taken by the Association in the event that such party shall fail to so comply. The notice will also state that no further appeal will be heard in the matter by the Association Board.

1.11.11 In the event a party fails to comply with the decision rendered by the Association Board within the time specified herein, the Association Board shall take formal action to authorize and direct the appropriate officer of the Association to take such further action as may be necessary and appropriate to obtain compliance with the Decision.

## 2.0 COMMUNITY ACCESS AND SECURITY

### 2.1 NEED FOR SECURITY

2.1.1 All of the properties located on Parker Ranch are privately owned including all of the roadways, and Open Space. Access to Parker Ranch by persons other than Owners or permanent residents is a matter of basic security, not only to the Association of the roads and Open Spaces, but to each Owner and resident as well. Each Lot Owner is obligated to provide adequate security to insure that its facilities are used only by those entitled to do so. In addition, each Lot Owner must reasonably insure that every person seeking access to Parker Ranch is either an Owner, resident, or a Guest invited by such Owner or resident or their authorized agent.

## 3.0 TRAFFIC & VEHICLE RULES

### 3.1 APPLICABLE OREGON LAW

3.1.1 The Association owns and maintains private roadways intended for the exclusive use by Owners 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 Parker Ranch, including those which:

- (a) Require all vehicles and drivers thereof to be duly licensed;
- (b) Prohibit the operation of a vehicle while under the influence of liquor or drugs;

- (c) Prohibit the operation of a motor vehicle in a careless or reckless manner; and,
- (d) Require the observance of posted speed limits.

### 3.2. RULE ENFORCEMENT

- 3.2.1 Enforcement of these Rules may be delegated by the Association to the local authorities which are authorized to issue warnings and/or citations on behalf of the Association.
- 3.2.2 All persons using the private roadways at Parker Ranch do so at their own risk. Use is limited to paved roads.
- 3.2.3 Permission for Guests and other invitees of Owners to use such roadways is revocable at any time without notice by the Association.

### 3.3 MOTORCYCLES

- 3.3.1 The use of motorcycles or other similar motorized vehicles beyond the Entrance, except for ordinary and necessary transportation or maintenance on paved roadways or easements to Federal Land, is strictly prohibited.

### 3.4 SPEED LIMITS

- 3.4.1 The maximum speed on any roadway of Parker Ranch is 20 miles per hour unless a lower speed is posted. Drivers are cautioned, however, that due caution and good judgment may dictate a lower speed than the posted limit due to road conditions, traffic, presence of the pedestrians or bikes, or inclement weather.

### 3.5 RIGHT OF WAY

- 3.5.1 Subject to Rules of due caution, autos will normally have the right of way over bikers, pedestrians and horses except at designated crosswalks.

### 3.6 PARKING

- 3.6.1 Parking on roadways is prohibited at all times.
- 3.6.2 Roadways must be kept open at all times to permit the movement of emergency vehicles.
- 3.6.3 Parking must be in designated parking areas on the Owners own Lot. If an Owner anticipates that he will have inadequate parking to accommodate his Guests, he must obtain prior approval from the Association or its designated representative for any additional parking structures or pads to be installed.
- 3.6.4 Cars improperly parked will be subject to tow-away and storage costs at the vehicle Owner's expense before their car being towed will be delivered to the offenders home by the towing company.

### 3.7 MOTORHOMES, BOATS, CAMPERS & TRAILERS

- 3.7.1 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 Parker Ranch other than in a storage area within an Owner's Lot which is hidden from view.
- 3.7.2 Temporary or overnight parking permits. Such items may be temporarily parked at home sites for the purpose of loading and unloading. Overnight parking of motor homes, campers, or trailers by an Owner or his Guest is permissible for a period not in excess of three days within any thirty (30) day period provided the vehicle is not used as living quarters.

### 4.0 USE OF OPEN SPACE

Open Space. The Open Space within Parker Ranch will be owned by the Association. A map of the Open Space is attached hereto as Exhibit "A" and incorporated by reference herein. The Association shall maintain liability insurance coverage in a minimum amount specified by the Board and that names the Board and Association as insured parties. Each Owner's use of the Open Space is subject to the rules and regulations of Parker Ranch and the Open Area requirement imposed by Deschutes County's land use approval of the Parker Ranch Subdivision. The following additional rules apply to the use of the Open Space:

- 1. The land is to be preserved in its natural condition. The land may, however, be used as pasture for horses.
- 2. No buildings or other structures may be erected or maintained on the Open Space without permission from the Board.
- 3. Trails are permitted.

4.1 USES. Uses are restricted in Open Space. Uses permitted in the common area open space may only include the management of natural resources, trail systems or other outdoor uses that are consistent with the character of the natural landscape, until the entire Parker Ranch subdivision is brought into the Redmond urban growth boundary(UGB). All future rights to construct a residential dwelling on the designated open space shall be precluded for as long as this open space remains outside the Redmond UGB. Uses must also comply with all CC&R Regulations and with the view corridor restrictions described in the architectural Rules and Regulations section. Strict compliance will be enforced to maintain the value of adjacent Lots. Note that horses are allowed in these areas. No llamas, elk, cows, pigs, etc. are allowed.

4.2 TAXES- Taxes for the Open Space are designated in the Master Plan Section 6.4

### 5.0 BIKE PATHS

## 5.1 BICYCLES

- 5.1.1 Bicycle Riders shall obey all traffic signs regulating bicycle traffic on bicycle paths.
- 5.1.2 Operation of bicycles after dark without an operating front light and rear reflector is prohibited.
- 5.1.3 Riding a bicycle over common property is prohibited except on established bicycle paths.
- 5.1.4 Bicycle riders shall not exceed a speed that is safe considering traffic, hazards at intersections and other existing conditions.

## 6.0 DOMESTIC ANIMALS

### 6.1 IN GENERAL

- 6.1.1 The maintenance or keeping a Lot or Open Space of any animal other than those normally classified as domestic pets, e.g. dogs, cats, or birds, by Owners or their Guests is not permitted.
- 6.1.2 The breeding or raising of any animal or animals at Parker Ranch is prohibited except for periods of ten weeks and must be in a noise insulated facility at all times. During this commercial breeding, no more than one reasonable litter from a single female species is permitted. The raising of horses is permitted within the Open Space.
- 6.1.3 Domestic pets must not be permitted to create an unreasonable annoyance. Complaints should be directed to The Board who are authorized to exercise reasonable judgment and to require that the offending pet either be removed from Parker Ranch or placed in confinement. A fine may be imposed on the Offender.
- 6.1.4 No domestic animals of any kind shall be raised or permitted on a Lot or Open Space other than a reasonable number of household pets which are reasonably controlled so as not to be a nuisance to other Lots or persons.
- 6.1.5 Pets shall not be permitted to run loose or unattended. Dogs shall be on a leash, confined to their Owner's property and under effective voice control.
- 6.1.6 Pets found running loose may be impounded by the Board and may be returned to the Owners only upon final payment of all fines and penalties assessed in accordance with this rule.
- 6.1.7 Owners of pets that create a nuisance, run at large, or disturb the peace and tranquility of Parker Ranch may be required by the Board to permanently

remove their pets from Parker Ranch.

## 7.0 HORSES

### 7.1 In General

- 7.1.1 The raising and keeping of horses is permitted on Lots and Open Space.
- 7.1.2 Horses must be kept in a fenced area and the fences must comply with County Regulations and the CC&Rs of Parker Ranch (see Fencing)
- 7.1.3 Any structures that are built for horses must also comply with all County Regulations regarding the open space area and the Landscape Management Overlay Zone.
- 7.1.4 No other animals other than horses are allowed (except domestic animals) on Parker Ranch. No llamas, commercial elk, cows, pigs, etc. are allowed.

## 8.0 MISCELLANEOUS RULES

### 8.1 FIREARMS

- 8.1.1 The discharge of firearms, air rifles or pistols, CO2 guns, fireworks, or any potentially dangerous and hazardous projectile within the boundaries of Parker Ranch by Owners, residents or their guests is strictly prohibited unless approved by the Board of Directors.

### 8.2 FIREWORKS

- 8.2.1 The sale, discharge or use of fireworks within the boundaries of Parker Ranch by any person is strictly prohibited.

### 8.3 CAMPING AND PICNICKING

- 8.3.1 Overnight outdoor sleeping in autos, campers, trailers or other recreational vehicles in any area of Parker Ranch is prohibited.
- 8.3.2 Outdoor picnicking in any Open space is permitted.

### 8.4 NOISE AND NUISANCE

#### 8.4.1 DISTURBING THE PEACE

- (a) Disturbing the peace and tranquility of Parker Ranch is prohibited.
- (b) Any offensive activity or noise which interferes with the use and enjoyment of other Lots, Open spaces or roadways is prohibited

8.4.2 LITTERING AND GARBAGE

- (a) Discarding, dumping, burying, or other improper disposal of garbage, trash or litter in Parker Ranch is prohibited.
- (b) 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.

8.5 HOT TUBS

- 8.5.1 Hot tubs and spas shall be operated and used in a manner that does not disturb the peace and tranquility or interfere with the use and enjoyment of adjacent property.

8.6 FIRES

- 8.6.1 Fires other than in fireplaces, woodstoves and barbecues or as authorized by the Manager are prohibited.
- 8.6.2 Outdoor burning of trash or other material is prohibited.

8.7 FIREWOOD

- 8.7.1 Firewood is to be stacked neatly. Use of tarpaulins or plastic covers other than in brown, black or clear colors is prohibited.
- 8.7.2 Storage of firewood in excess of five cords shall be allowed only with written approval of the Board.

8.8 RESIDENTIAL USE AND OCCUPANCY

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

8.9 WATER METER

- 8.9.1.1.1 Upon hookup to a Parker Ranch community water system (if available) for residential use, a meter must be installed at the Homeowners expense to monitor the flow of water to specific houses. This measurement will be used to prorate the amount of the monthly electrical bill of Parker Ranch water system that applies to the specific Lots. The monthly dues will increase by this amount.

8.10 EMERGENCY VEHICLE AND FIRE ACCESS AND EGRESS

- 8.10.1 All roads and driveways shall be kept free of all vegetation and other obstructions and maintained with a surface area suitable for driving.



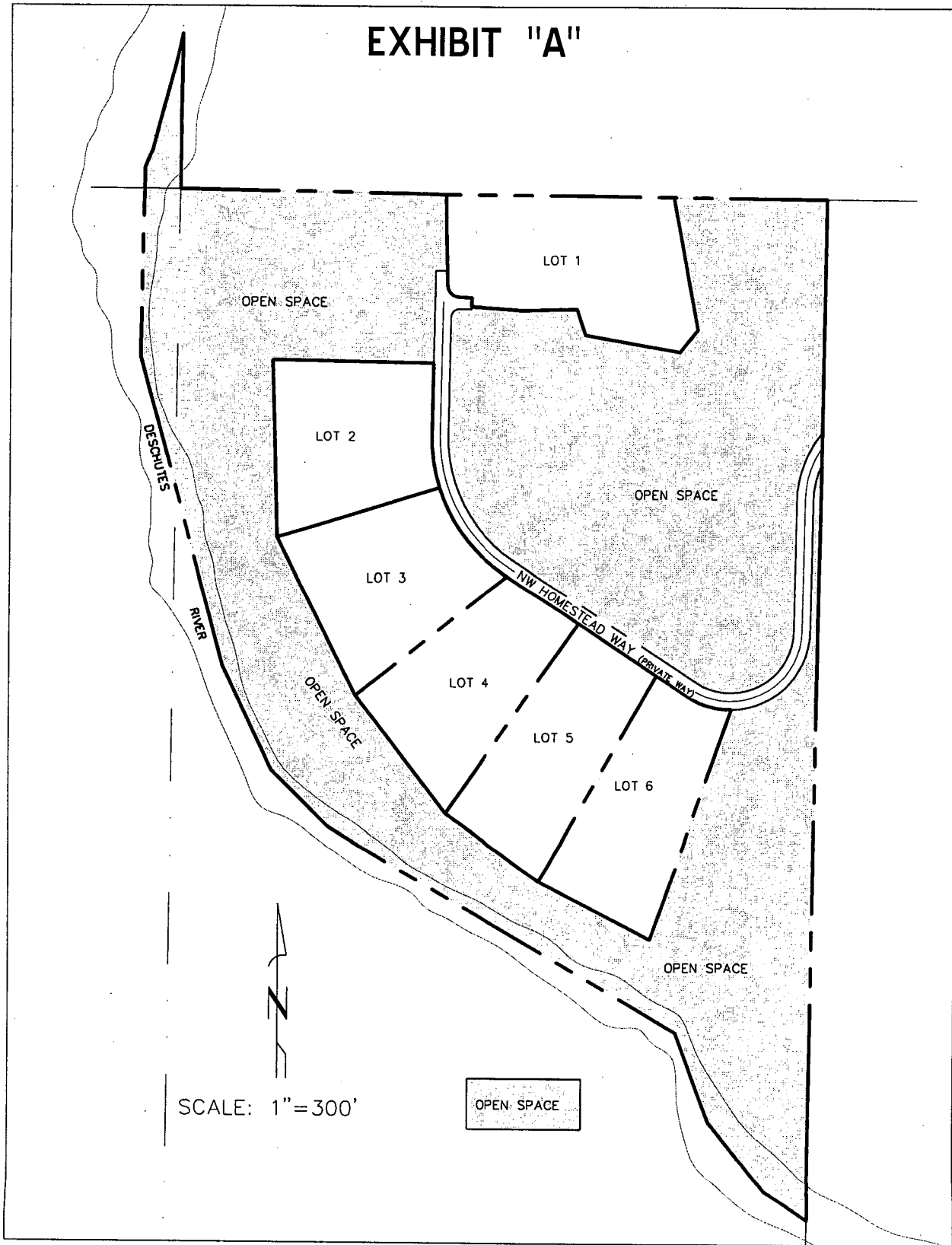
# PARKER RANCH

## A 6-LOT CLUSTER DEVELOPMENT

**TP-07-996, CU-07-22, V-07-3**

LOCATED IN THE W 1/2 SE 1/4, NE 1/4 SW 1/4 & SE 1/4 NW 1/4 OF SECTION 26, T.14S., R.12E., W.M.,  
DESCHUTES COUNTY, OREGON.

# EXHIBIT "A"



PARKER RANCH  
ARCHITECTURAL REVIEW COMMITTEE- RULES & REGULATIONS

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- Architectural Checklist

## 1.0 OBJECTIVE AND AUTHORITY OF ARCHITECTURAL REVIEW COMMITTEE

1.1 DEVELOPMENT OBJECTIVES. Natural beauty is a primary feature of Parker Ranch. The need to preserve this beauty has led to the establishment of certain design recommendations and restrictions. The Architectural Review Committee shall regulate the external design, appearance and location of the homes and Improvement on all areas subject to the Master Plan of Parker Ranch in such a manner as (a) to promote those qualities of the environment which maintain the value of the properties, (b) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography, and (c) establish continuity in design and quality of construction. These rules and regulations are designed to delineate the guidelines that the committee will use.

## 1.2 APPLICABLE PROVISIONS OF MASTER PLAN OF PARKER RANCH

### 1.2.1 ARCHITECTURAL REVIEW COMMITTEE

- (a) FUNCTION OF ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall exercise the functions it is given in the Master Plan. Generally, this committee will be responsible for the approval of plans for the developments of all Improvements within all areas of Parker Ranch and for the promulgation and enforcement of its rules and regulations governing the use and maintenance of all areas within Parker Ranch and the Improvements thereon.
- (b) MEMBERS: TERM AND APPROVAL. The Architectural Review Committee shall consist of three persons and one alternate member appointed by the Board of Directors of the Parker Ranch Association. Members may be removed and replaced at any time by the Board. 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. The Board of Directors shall function as the Architectural Review Committee until they appoint an official Architectural Review Committee.
- (c) ACTION. The Committee shall render its decisions only by written instrument setting forth the action taken by members consenting thereto.
- (d) APPEAL PROCEDURE. If any request for Architectural Review Committee approval is not approved the Architectural Review Committee shall state, as part of its written decision to the applicant, the reason(s) for disapproval. The following procedure must be followed to effect a review of an Architectural Review Committee decision of approval or denial.

- (1) File a written request with the Architectural Review Committee no later than fourteen days after mailing of the Architectural Review Committee decision.
  - (2) The appellant shall be notified by the Architectural Review Committee of the date on which a review will be made of the application. The applicant and the appellant, if other than the applicant, may be present at the review of the application, or may submit written arguments.
  - (3) If the submittal is again rejected, a final written appeal may be made to the Parker Ranch Association Board of Directors within ten (10) days after receipt of the final appeal decision of the Architectural Review Committee. The Board of Directors establishes the date and time the appeal will be heard and may, upon proper vote of the directors, affirm, reserve or modify the findings of the Architectural Review Committee.
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- (e) FAILURE TO ACT. If at any time the Architectural Review Committee shall for any reason fail to function, the Board of Directors of the Parker Ranch Association shall have complete authority to serve as a pro-term Architectural Review Committee.
  - (f) DUTIES AND RULES. The Architectural Review Committee shall consider and act upon all matters properly submitted to it pursuant to the Master Plan. Submitted matters shall be reviewed for compliance with the Master Plan, Parker Ranch Rules and Regulations and the rules contained in the Architectural Review Committee Rules and Regulation. The Architectural Review Committee may establish a reasonable fee to be paid to it to cover its costs incurred in considering and acting upon matters submitted to it. Such fees shall be paid into the maintenance fund. A current copy of the Architectural Review Committee Rules shall be kept on file at the principal office of the Association of Parker Ranch at all times. Such rules shall have the same force and effect as if set forth herein as part of the Master Plan.
  - (g) NONWAIVER. Consent by the Architectural Review Committee to any matters proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for content.
  - (h) LIABILITIES. 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 Architectural Review Committee will not consider and assumes no responsibility for the structural integrity or capacity, safety features or building code compliance of the proposed improvement or structure.

### 1.2.2 ENFORCEMENT

- (a) **NONQUALIFYING IMPROVEMENTS.** In the event any Lot Owner constructs or permits to be constructed on his Lot an Improvement without written Architectural Review Committee approval or contrary Architectural Review Committee approved plans or the provisions of the Parker Ranch Master Plan, Rules and Regulations or Architectural Review Committee Rules and Regulations said Lot Owner will be fined in accordance with charges set and on file with the Architectural Review Committee. Sixty days after notice of a violation if said violation is not corrected and each month thereafter that conformance has not been met. The Association may no sooner than 60 days after delivery to such Lot Owner written notice of the violation enter upon the offending Lot and remove the cause of such violation, or alter, repair or change the item which is violation of such declaration in such manner as to make it conform thereto. The Association may charge such Lot Owner for the entire cost of the work done by it pursuant to this section. Such amounts shall become payable upon delivery by the Association to the Lot Owner of notice of the amount due, and shall be paid into the Associations maintenance fund to the extent that the costs being reimbursed were paid out of the maintenance fund. Any such charges so levied shall be an Assessment against the Lot of the Owner.
- (b) **RIGHT OF ENTRY.** The Architectural Review Committee or its designee may at any reasonable time, from time to time at reasonable intervals, enter upon any Lot within Parker Ranch for the purpose of determining whether or not the use of such Lot or any Improvement thereon is then in compliance with the Master Plan or any Parker Ranch declaration. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action in the Lot Owner or occupant of such parcel.
- (c) **EXPENSES AND ATTORNEYS FEES.** The Architectural Review Committee Rules and Regulations constitutes a contract between the Owner and Parker Ranch Association. As such the provision of this document may be specifically enforced, or by suit for breach of contract. An injunction may be sought, as well as filing of liens, and suing for monetary damage or any and all remedies provided under Oregon law for the enforcement of the provisions of the Architectural Review Committee Rules and Regulations. In the event that Parker Ranch Association shall bring any suit or action to enforce any provision contained in the Master Plan or in a Parker Ranch declaration to collect any money due to it there under or to foreclose a lien, the defendant in such suit or action shall pay to Parker Ranch Association all costs and expenses which Parker Ranch Association shall incur in connection with such action or suit, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorney's fees therein, including attorney's fees incurred in connection with any appeal from a

decision of the trial court or any inter-mediate appellate court.

### 1.3 APPLICABLE PROVISIONS OF SECTION DECLARATIONS

- 1.3.1 CONSTRUCTION AND ALTERATION OF IMPROVEMENTS IN PRIVATE AREAS AND OPEN SPACES. No person or association of Lot Owners shall construct or reconstruct any Improvement on any Lot or Open Space or alter or re-finish the exterior of any improvement on any Lot or Open Space, make any change in any Lot or Open Space, whether by excavation, fill alteration or the cutting or removal of trees six inches in diameter or larger, install a utility outside antenna or other outside wire on a Lot or Open space, asphalt a drive or parking area unless such person or association of Lot Owners has first obtained the consent thereto of the Architectural Review Committee. This declaration in Parker Ranch applies also to any Improvements to the designated "Open Space" on the Parker Ranch Plat map located at the principals' office.
- 1.3.2 GENERAL USE RESTRICTIONS. The declaration has general provisions for the restrictions of the use of Private Areas within the home site and references must be made to these prior to the submittal of the application.
- 1.3.3 ARCHITECTURAL REVIEW COMMITTEE CONSENT. In any application submitted to the Architectural Review Committee these Rules and Regulations shall apply.

## 2.0 PROCEDURES

### 2.1 MEMBERSHIP

- 2.1.1 TERM AND REMOVAL. The Architectural Review Committee shall consist of three persons and one alternate appointed by the Board of Directors of Parker Ranch Association. Members may be removed and replaced at any time by their appointer. The Association shall keep on file at the principal office a list of the names and addresses of the members of the Architectural Review Committee. Currently, the Board of Directors shall function as the Architectural Review Committee until they appoint an official Architectural Review Committee.
- 2.1.2 TERM. Each member shall serve for a term of three (3) years. A member may serve for more than one term. Each term commences on January 1, and expires on December 31, of the third following year. The alternate member shall serve a term one of (1) year. An alternate member may serve more than one term.
- 2.1.3 VACANCIES. Vacancies in the members of the Architectural Review Committee shall be filled by appointment of Parker Ranch Board of Directors.
- 2.1.4 Attendance. If any member shall have four unexcused absences in regularly scheduled successive meetings, that member may be removed from office



by the members of the committee and a new member shall be appointed.

## 2.2 MEETINGS

- 2.2.1 PLACE OF MEETINGS. All meetings of the Architectural Review Committee shall be held at Parker Ranch unless the members elect to hold a meeting at a different location, at which time notice of the change shall be posted at Parker Ranch Entry.
- 2.2.2 REGULAR MEETINGS. A regular meeting of the committee shall be held on the second Friday of each month during the year, except December, during which month there shall be no regular meeting of the committee or as deemed necessary.
- 2.2.3 SPECIAL MEETINGS. Special meetings may be called by the chair person of the Committee. The special meetings may be held at such reasonable times and places within Parker Ranch as the Chairperson may determine, and shall be limited to only those items of business described in the notice of such special meetings.
- 2.2.4 NOTICES. No notice need be given for regular meetings held pursuant to Section 2.2.2. Notice of special meetings shall be given to all members. Attendance at a meeting shall constitute a waiver of notice thereof.
- 2.2.5 QUORUM. A majority of the members shall constitute a quorum.

## 2.3 OFFICERS

- 2.3.1 DESIGNATION AND ELECTION. The principal officers of the committee shall be a chairperson of the committee, a vice-chairperson, and a secretary. The officers of the committee shall be elected annually by the members at the first regular meeting of each calendar year and shall hold office for a year of one term. The officers can be elected for more than one term.
- 2.3.2 CHAIRPERSON. The chairperson shall preside at all meetings of the committee, and shall have the general powers and duties which are set forth in these rules and regulations.
- 2.3.3 VICE CHAIRPERSON. The Vice-Chairperson shall take the place of the chairperson and perform his/her duties whenever the chairperson shall be absent or unable to act.
- 2.3.4 SECRETARY. The secretary shall keep the minutes of all meetings of the committee; shall serve notice of any such meeting; shall keep appropriate records of all the names and addresses of the members; and shall perform further duties of the office of secretary as set forth in these rules and regulations.
- 2.3.5 PARKER RANCH ASSOCIATION LIASON. The chairperson of his/her

designate shall act as liaison person between the Architectural Review Committee and Parker Ranch Association. The liaison person shall attend the regularly scheduled meetings of Parker Ranch Association Board to report the activities of the Architectural Review Committee.

2.4 AMENDMENTS OF RULES AND REGULATIONS. These rules and regulations may be amended by a 66 percent vote of the members of the committee voting in person or by proxy at any special or regular meeting, subject to the Association Board approval. Amendments may be proposed by any member of the committee. A statement of any proposed amendment may be proposed by any member of the committee. A statement of any proposed amendment shall accompany the notice of any regular or special meeting and such proposed amendment shall be voted on.

2.5 NOTIFICATION OF ARCHITECTURAL REVIEW COMMITTEE ACTION. Minutes of all the meetings of the Architectural Review Committee shall be on file in the office of the Administrator of Parker Ranch. Any amendments of the rules and regulations of the Architectural Review Committee shall be posted at Parker Ranch for a period of not less than 30 days.

### 3.0 SUBMITTAL AND APPROVAL PROCEDURES

#### 3.1 NEW CONSTRUCTION SUBMITTALS

##### 3.1.1 PRELIMINARY APPROVAL

- (a) The purpose of preliminary approval is to review designs at the preliminary stage to give the committee a chance to comment on designs which may not be in keeping with the concept of Parker Ranch or designs which could be duplications of others in close proximity to the requested Improvements . The purpose will be to advise the Owner of changes that may be requested by the committee before additional amounts of time and money are expended.
- (b) SITE PLAN. Application for preliminary approval shall include a complete site plan at a minimum scale of 1" equals 20'. The site plan shall include the perimeter dimensions of the Lot and any view corridors.
- (c) 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.
- (d) FLOOR PLAN. A floor plan of a scale of 1/4" equal 1" shall be submitted showing the proposed Improvement
- (e) FEE. The application shall be accompanied by the Architectural Review Committee submittal form but no fee is required for preliminary approval. The Architectural Review Committee submittal form shall also specify the name, address and phone number of the Contractor and

Architect.

- (f) NOTIFICATION OF ACTION. The Owner shall be notified in writing of the action of the committee within one week after consideration by the Architectural Review Committee at their regularly scheduled meeting.
- (g) APPROVAL. The preliminary approval shall not be deemed to be approval for the construction of the Improvement. The preliminary shall be valid for a period of six months, at which time it shall expire. Preliminary approval is given to the current owner(s) of record and is not transferable. New owners need to resubmit plans for approval.

### 3.1.2 FINAL CONSTRUCTION APPROVAL

- (a) PURPOSE. Before any Improvement may be constructed at Parker Ranch, the Owner must obtain a construction approval letter from the Architectural Review Committee. The purpose of this section is to set forth the requirements for obtaining such an approval. Plans submitted to the Architectural Review Committee should be of the professional quality and accuracy the Deschutes County Building Department requires; easy to read, clean, and contain sufficient information and detail.
- (b) PROFESSIONAL LAND SURVEY. A professional land survey by a registered Professional Land Surveyor may be required by the Architectural Review Committee before final approval is granted. The survey may be required, at the Owners' expense, at any time during the application and submittal process. No construction on a remodel or alteration may begin without a survey if it has been required by the Architectural Review Committee.
- (c) SITE PLAN. The application must be submitted with a complete site plan with a scale of 1" equals 20' which shows the exterior perimeter of the Lot, any trees located on the Lot, any significant topographical features, proposed location of all driveways and pathways and easements and setbacks as shown on the applicable subdivision plat. All water, sewer and power lines (trenches) must be shown along with any proposed material delivery routes on the home site other than the driveway. View corridors shall be delineated.
- (d) BUILDING ELEVATIONS. Four elevations shall be submitted showing the location of the Improvement as proposed to be located on the Lot, and shall be 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.
- (e) FLOOR PLANS. Floor plans for the proposed Improvement 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.
- (f) SUBMITTAL FORM. A Parker Ranch Architectural Review Committee submittal form must be completed and submitted at the time of the application. The submittal form must be completed and submitted at the

time of the application. The submittal form shall constitute an agreement between the Owner, Parker Ranch Association and the Architectural Review Committee. Any deviations from the submittal form which are not approved by the Architectural Review Committee shall constitute a violation and will be dealt with at the discretion of Architectural Review Committee.

- (g) **STRING LAYOUT.** The Owner shall be responsible for providing a string layout of the Lot of the buildings, driveway and parking on the site and property lines, 3 days prior to the Committee meeting and 3 days after the Committee meeting. Owner shall be notified in writing when the Committee meeting will take place.
- (h) **SUBMITTAL DEADLINE.** The submittal form, fee, site plan, elevations and floor plan must be submitted to the Architectural Review Committee no later than seven days prior to the meeting. If the submittal is received after this date, preliminary review only will be considered.
- (i) **INSPECTION.** Submittal of an application is authority for the Architectural Review Committee to make a physical on-site inspection of the proposed Lot and Improvements. In addition thereto, the Owner or his representative shall be responsible for notifying the Architectural Review Committee of when construction of the proposed Improvement has begun, at the time foundation forms in place (prior to pouring of concrete) for inspection, and when the Improvement is complete, at which time the Architectural Review Committee shall make an inspection to verify compliance with the plan as submitted.
- (j) **FEE.** The application shall be submitted with the required fee in an amount set by the committee.
- (k) **NOTIFICATION OF ACTION.** The Owner shall be notified of the action of the Committee in writing one week after the action was taken. No cutting of trees, excavation etc. shall take place until the Architectural Review Committee has approved the plans and notified the Owner.
- (l) **APPROVAL.** The construction approval shall be valid for a period of one year, at which time it will expire unless substantial construction of the approved Improvement has occurred. The approved plans are kept on file with the Architectural Review Committee. Construction approval is given to the current Owner(s) of record and is not transferable. New Owners need to resubmit plans for approval.

### 3.1.3 REMODEL/ALTERATION APPROVAL

- (a) **PURPOSE.** Before any improvement on Parker Ranch may be altered or refinished, whether by excavation, fill, alteration of existing drainage or the cutting or removal of existing vegetation, shrubs or trees, asphalt, drive or parking area, and so forth, such alteration must be approved by the Architectural Review Committee. The purpose of this section is to

outline the steps required for such alteration approval. Plans submitted to the Architectural Review Committee should be of the professional quality and accuracy that the Deschutes County Building Department requires; easy to read, clean and contain sufficient information and detail.

- (b) PROFESSIONAL LAND SURVEY. A complete property line survey by Land Surveyor may be required on an addition to any existing structure.
- (c) ELEVATIONS. The elevations of the proposed Improvement as necessary to fully depict the proposed Improvement shall be submitted with the application. The elevations shall be designated "North, South, East and West", and include a list of the exterior materials and exterior trim.
- (d) SITE PLAN. A site plan shall be submitted at a scale of 1" equals 20' of the proposed alteration.
- (e) FLOOR PLANS. If applicable, a floor plan at a scale of 1/4" equals 1' shall be submitted showing the square footage.
- (f) SUBMITTAL FORM. The Parker Ranch Architectural Review Committee submittal form must be completed and submitted at the time of the application. The submittal form shall constitute an agreement between the Owner, Parker Ranch Association and the Architectural Review Committee shall constitute a violation and will be dealt with at the discretion of the Architectural Review Committee.
- (g) STRING LAYOUT. The Owner shall be responsible for providing a string layout on the Lot of the buildings, driveway and parking on the site and property lines, 3 days prior to the Committee meeting and 3 days after the Committee meeting Owner shall be notified in writing when the Committee meeting will take place.
- (h) SUBMITTAL DEADLINE. The submittal form, fee, site plan, elevations and floor plan must be submitted to the Architectural Review Committee no later than seven days prior to the meeting.
- (i) STAINING OR RESTAINING. Staining or re-staining must include a submittal of a piece of the existing siding with the requested stain applied over it staining or re-staining which matches the original color does not require Architectural Review Committee approval.
- (j) INSPECTION. Submittal of the application shall be authorization to the Architectural Review Committee to make physical on-site inspection of the Lot where the proposed alteration is to be completed. The Owner is responsible for notifying the Architectural Review Committee of completion of the proposed alteration.
- (k) FEE. The application shall be submitted with the required fee in an

amount set by the committee.

- (l) NOTIFICATION OF ACTION. The Owner shall be notified of the action of the committee in writing, one week after the action was taken. There shall be no cutting of trees, excavation, etc. until the Architectural Review Committee has approved the plans and notified the Owner.
- (m) APPROVAL. The alteration approval shall be valid for a period of six months, at which time it shall expire unless substantial construction of the approved remodel/alteration has been commenced. The alteration approval is kept on file with the Architectural Review Committee. Alteration plan approvals is given to the current Owner of record and is non-transferable. New Owners need to resubmit plans for approval.

#### 4.0 ARCHITECTURAL RULES AND GUIDELINES

##### 4.1 DESIGN CONSIDERATIONS

- 4.1.1 CLIMATE. The climate of Parker Ranch 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 time average temperatures are between 30 and 40 degrees Fahrenheit with infrequent period records of 30 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 approximately 20" below finished grade with sewer and water services installed at the same depth. 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, clerestories, skylights and decks should be designed based upon accumulative snow depths in excess of 3 feet.
- 4.1.2 SOIL CONDITIONS. In general, soils are light and porous and are composed principally of pumice and light volcanic soils with an estimated bearing capacity of 2,000 pounds per square foot. Many areas are subject to rock outcroppings which will necessarily preclude basements or unusually deep excavations.
- 4.1.3 DRAINAGE. The existing drainage on each Lot should be carefully considered when situating an Improvement. The natural drainage pattern should be preserved if at all possible.
- 4.1.4 UTILITIES. Electric power is available at Parker Ranch from Central Electric Co-Operative. Heating oil and propane gas are available from local suppliers. Natural gas is not available at Parker Ranch. Telephone service is available from U.S. West.
- 4.1.5 VEGETATION. Certain plants and trees are indigenous to Parker Ranch and have been found to grow well in this location. No tree in excess of six inches in diameter, major rock shall be removed from Owner's property

without the consent of the Architectural Review Committee, whose decisions will be based upon aesthetic consideration, common sense and judgment.

- 4.1.6 DESCHUTES COUNTY REQUIREMENTS. Deschutes County requires that a building permit be obtained prior to beginning construction of any Improvement or making any additions or changes to an existing structure. Additionally, prior to requesting a residential building permit for each structure, the lot owner shall apply for and obtain a Landscape Management site plan approval for the dwelling.

## 4.2 ARCHITECTURAL RULES

- 4.2.1 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 appurtenant 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.
- 4.2.2 ADJACENT PRIVATE PROPERTY. Adjacent private or common property may not be used for access to any construction site under any circumstances. Adjacent property or common property, e.g. cul-de-sacs, may also not be used as a parking Lot by any contractor or subcontractor working on the Lot. Damage to adjacent property shall be the responsibility of the Lot Owner and general contractor.
- 4.2.3 ANTENNAS. Antennas, satellite dishes, or any and all other similar items shall not be visible from anywhere in Parker Ranch other than from the Lot where such item is located. No such item shall be placed on any area within Parker Ranch without prior approval by the Architectural Review Committee and unless effectively screened.
- 4.2.4 BUILDABLE AREAS/VIEW CORRIDORS. Lots within Parker Ranch may have mountain, river, and distant terrain views. To protect these views to the extent that is reasonable possible, the design of the location of each building structure on each lot shall minimize the impact on the view corridors of the adjacent neighboring lot(s).
- 4.2.5 BUILDING HEIGHT. Building height limitations shall be the prevailing county standard at the time of construction. Additionally, the Redmond Fire and Rescue Department requires that the maximum building height be limited to 30 feet.
- 4.2.6 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 and will be subject to approval by the architectural Review Committee.
- 4.2.7 CLOTHESLINES. Exterior clotheslines, clothe racks, etc. must be located

in screened service yards and out of view from neighboring parties.

- 4.2.8 DRIVEWAYS. Driveway cuts into Parker Ranch roads will be limited to one per Lot, unless otherwise approved by the Architectural Review Committee. The maximum entrance widths shall be 12 feet. Driveway access from the primary access to the Lot shall be located as designated by the Arch. Review Committee.
- 4.2.9 DUPLICATION. No exact duplication of plans will be allowed by the per Lot, unless otherwise approved by the Architectural Review Committee of Parker Ranch.
- 4.2.10 EXCAVATION. 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 to Lot and provided the Architectural Review Committee has approved a grading plan for the Lot. Downed material shall be removed at the same time, or submit a suitable grading plan for reuse of dirt and rock on site.
- 4.2.11 EXTERIOR LIGHTS. All exterior lighting plans must be submitted with construction approval or alteration approval submittals. Exterior lighting which can be seen from the roads, the riding trails, or a neighboring home site must be indirect. The light source may not be visible in such circumstances.
- 4.2.12 EXTERIOR WALLS AND TRIMS. Indigenous natural wood species are required for all exterior walls. 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 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. All such colors are also subject to approval by the Architectural Review Committee. No aluminum windows may be used. All draperies and window coverings should also be of materials and color which harmonize with the surroundings and should be chosen in consideration with neighbors and neighboring views, especially among Common Areas and roads. Metal framed skylights must be bronze anodized. Colors are subject to approval by the Architectural Review Committee. 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.
- 4.2.13 FENCING. Fences on private home sites must be approved by the Architectural Review Committee in Parker Ranch. Fences are allowed in the Open Space. A fence is defined as a structural barrier which separates one space from another to define property boundaries or which is constructed for ornamental purposes regardless of height; provided however that it shall not include Architectural extensions of the structure designed as, screening for parking, wood storage, garbage disposal areas, and other



service areas. However, any such Architectural extensions are subject to Architectural Review Committee approval. Fences are allowed in the Open Space of Parker Ranch for the containment of horses. Consult the Architectural Review committee for fencing samples that are acceptable.

- 4.2.14 FIRE HAZARDS. Exterior fires are not allowed during the fire season as outlined by the Deschutes County P.D. Uniform Fire Code. Exterior fires are authorized only by permit. Each Owner of Private Areas within Parker Ranch shall be responsible for eliminating any additional fire hazards on his property, such as downed timber, excess ground cover, pine needles and thinning dense thickets of trees. Removal of any green trees requires the approval of the Architectural Review Committee. Refer to the "Fire Safety Guidelines" as published by the Fire District and the Architectural Review Committee. All chimneys are to equipped with spark arrestors.
- 4.2.15 FOUNDATIONS. Deschutes County requires that footings be placed at least 20" below finished grade for protection against heaving due to frost conditions. The load bearing capacity of soil should be examined on the particular site. Continuous foundations should be outside the drip line of all trees which are to remain on the Lot. A point foundation should be considered if the building is to be placed closer than the drip line to the trees. The foundations should be installed in such ways as to avoid cutting the roots of major trees. Lot masonry foundations, such as concrete block foundations, may be permitted is approved by the Committee, in its sole discretion.
- 4.2.16 GARAGES AND CARPORTS . A minimum two-car garage or carport must be constructed for each house. Consideration should be given to relating the design of the carport or garage to that of the residence. Carports must be enclosed to provide screening of autos from neighboring views and roadways.
- 4.2.17 GARBAGE CANS. All garbage cans must be placed in areas screened from the view of adjoining property and roads or contained within a structure of the same siding as the residence, and shall be designed so as to provide outside access. Any such structures must first be approved by the Architectural Review Committee.
- 4.2.18 HEATING AND COOLING SYSTEMS, INCLUDING HEAT PUMPS. All exterior heating and/or cooling system components must be screened from the view of neighboring property and roads. They must be insulated for noise so as not to be heard from adjoining properties. If complaints are issued from neighboring property owners regarding noise, it will be the Owner's responsibility to remove the problem in a timely manner.
- 4.2.19 HOURS OF CONSTRUCTION. Hours of construction operation are to be limited from 7 a.m. to 7 p.m. Monday through Saturday. The use of loud equipment, (including chain saws) is prohibited on Sunday.
- 4.2.20 MAILBOXES. Mailboxes and newspaper holders shall be of natural materials and natural colors, and subject to the approval of the Architectural

Review Committee.

- 4.2.21 **MULTI-FAMILY DWELLINGS, DUPLEXES & ATTACHED APARTMENTS.** Multi-family dwellings, duplexes, and attached apartments are not permitted in Parker Ranch. These types of Lots are in violation of applicable Deschutes County Zoning Ordinances. Guest quarters will be considered on a case by case basis. Only one electric meter per Lot will be approved by the Architectural Review Committee.
- 4.2.22 **PARKING.** A minimum of two parking spaces shall be required for each residential home site. Parking should be in a garage, carport, or an area adequately screened from any road and neighboring views. Camping trailers, trucks, recreational vehicles, campers, boats, boat trailers, and motor homes must be completely concealed from view in a manner approved by the Architectural Review Committee.
- 4.2.23 **PREFABRICATED HOUSING.** Prefabricated housing is prohibited by the Architectural Review Committee.
- 4.2.24 **LOG HOMES.** Log homes may be permitted, subject to complying with these Rules and regulations , with additional consideration and greater sensitivity to be given to sitting on the Lot, preservation of existing vegetation and such additional landscaping as the Architectural Review Committee may determine to be appropriate.
- 4.2.25 **ROOFS.** Effective May 1, 1989 all roofing materials shall be rated by UBC, ASTM, NFPA & UL as class "A" or "B". The Architectural Review Committee will carefully review roofing materials and color for compatibility with the basic design of the structure and to assure that the roof is consistent with other homes within Parker Ranch.
- 4.2.26 **SERVICE YARDS.** When not provided by other structures, each residence should have a screened service yard enclosing garbage and trash containers, firewood, clotheslines, bicycles, and other outdoor maintenance equipment. All such materials that must be placed within the service yard must be placed where they will not be seen from the roads, Open Area, or neighboring home sites. All screening must have prior Architectural Review Committee approval.
- 4.2.27 **HOMESITE 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 ORS 401.720 and Deschutes County Ordinance 81-016, the latter ordinance carrying a \$500.00 maximum fine for non-compliance. With the exception of condominiums, cluster houses and non residential facilities which have special requirements, all residences must have Deschutes County issued street numbers either on the building in such a position as to be plainly visible and legible from the distance of fifty feet (50') or on an approved post placed within a twenty foot (20') radius of the intersection of the closest street and the driveway of the residence and must face the street. Address signs and

posts previously approved by the Architectural Review Committee will be allowed as long as the proper numbers are routed or securely applied and are clearly visible from the street.

All numbers on posts must be of an approved size, either routed onto the post or securely affixed thereto, and painted black. Posts themselves may be unpainted or stained to harmonize with natural wood tones of the residence's stain colors. Street numbers placed on buildings shall contrast with their background and be painted black.

All other marker designs (except those previously approved) must be submitted to the Architectural Review Committee for approval, showing the proposed location and applicable submittal fee. No internally illuminated signs shall be permitted. Exceptions to the sign criteria may be granted by the Architectural Review Committee upon written request.

Other than specified above, all other home site or dwelling identification signs, including Lot numbers, names, reflectors, insignia, plaques or symbols are prohibited unless the same are first submitted to and approved by the Architectural Review Committee.

- 4.2.28 **CONTRACTOR, REALTOR, AND FOR SALE SIGNS.** One sign identifying the contractor or advertising a sale is permitted. No plastic signs are allowed. The sign shall be on its own post and shall not be placed higher than 42" from the ground. The sign must be maintained in an upright position and be in good repair. Signs shall be parallel to the road. Signs shall be at least 20' from the road. No signs are permitted in Common Areas. Real Estate companies desiring to conduct open houses must receive approval. Open house signs can be placed on the property only during the open house hours. All signs within Parker Ranch shall meet Architectural Review Committee approved standards. Any other signs, flags, banners, or devices used to attract the public, whether on the road, on the property, displayed in windows, etc. are strictly prohibited. Non-conforming signs will be removed.

The contractor sign shall be limited to the name and phone-number of the contractor. The words "Contractor" or "General Contractor" may be added if not contained in the firm name. Subcontractor signs are prohibited. Contractor signs must be removed upon completion of construction.

Wording of a "For Sale" sign shall be limited to the words "For Sale" and name and phone number of the listing real estate agency or "Owner" if for sale by Owner.

Any signs that vary from ARC specifications must have prior ARC approval.

- 4.2.29 **SOLAR HEAT SYSTEMS.** Any solar heat systems must be reviewed on an individual basis, and requires the approval by the committee.
- 4.2.30 **SPARK ARRESTORS.** Spark arrestors are required on all fireplace flues. A

spark arrestor must be such a color as to blend in aesthetically with the residence and will be subject to approval by the Architectural Review Committee.

- 4.2.31 STAGING AREA. Each construction approval submittal must designate at least one staging area for a home site, subject to approval by the committee.
- 4.2.32 UTILITIES. All connections from trunk lines to individual structures must be underground. Exposed plumbing and electrical lines are not allowed. Materials must conform to the State 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.
- 4.2.33 WELLS. Individual domestic wells are permitted.
- 4.2.34 BUILDING SIZE. The floor area of all single family dwellings shall not be less than 2,000 square feet (exclusive of porches and garages or carports) unless otherwise approved by the Architectural committee.
- 4.2.35 BUILDING HEIGHT. The Redmond Fire Marshal requires that the maximum allowable building height shall be 30 feet.
- 4.2.36 TEMPORARY HOUSING DURING CONSTRUCTION. Temporary housing such as trailers, motor homes, campers, etc. during construction must be approved by the Architectural Review Committee and such temporary use must not exceed 6 months if granted.
- 4.2.37 FIRE SPRINKLER SYSTEMS. The Redmond Fire Marshal requires that any residential building constructed on each lot be provided with an approved automatic fire sprinkler system installed in accordance with the National Fire Protection Association (NFPA) Standard 13D.

#### 4.3 LANDSCAPING POLICIES

- 4.3.1 DRIVEWAYS. Driveways must not be lined with logs or rocks that would otherwise hinder emergency vehicles and which would be hidden under accumulations of snow. Driveways must be paved within 6 months of occupancy.
- 4.3.2 FIREWOOD. Firewood is to be stacked in an orderly manner in one location. Bright colored tarps covering wood are not allowed, but must be brown or a color blending with the natural surroundings. It is suggested that screening be considered to hide the wood yard.
- 4.3.3 FLOWERS. All nursery type flowers and small shrubs are to be restricted to small planters located on or about the residence. Any planters larger than 4 square feet must be indigenous to Central Oregon and are subject to approval by the committee. The planting of native wildflowers is encouraged.

4.3.4 GROUND COVER. All existing ground cover must be maintained, provided however, that maintenance shall not increase fire damage that would otherwise exist.

4.3.5 LANDSCAPE PLANS. A landscape plan must be submitted as part of any plan for the development of any Improvement within Parker Ranch . All plantings must be of indigenous species and lend a natural appearance to the home site. Formal "city" type landscaping shall not be allowed. Irrigated Grass areas may not exceed 3500 square feet on each Lot unless other arrangements have been made for water other than private community water system. Limits may be imposed on the amount of water used for irrigation. It shall be the responsibility of the Lot Owner when landscaping his property to follow the plan submitted to the Architectural Review Committee. If a landscaping plan has not been previously approved, or if changes are contemplated, a plan must be submitted for approval prior to commencing landscape work. The plan must show location of all features, such as trees, shrubs, rocks, grasses, berms, structures, ponds (size limitations), irrigation system, etc.

4.3.6 OUTDOOR FURNITURE. All outdoor furniture should be chosen in consideration of the neighbors.

4.3.7 OUTDOOR ORNAMENTATION OR STATUARY. Placing, erecting, constructing or allowing any permanent unnatural or man-made ornament, sign, statuary, relic, flagpole, machinery, equipment, basketball backboard, game pole & net, or other such item which is unattached to approved structures is prohibited unless the same is included and made a part of a landscape plan submitted and approved pursuant to rule 4.3.5 above. "Unnatural" as used in this rule shall mean any object which is not naturally growing upon, indigenous to or accumulated upon a home site in its underdeveloped state.

Any ornamentation or statuary item described above which is to be attached to or intended to be a part of an approved structure or deck shall first be submitted to the Architectural Review Committee for approval. (see also 4.2.26 Home Site Identification Markers & Signs)

4.3.8 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.

5.0 GENERAL PERMIT CRITERIA. In addition to the other criteria set forth in these Rules, an application may be granted only upon findings that the proposal meets the following criteria:

5.1.1 PURPOSE AND POLICIES. That the proposed improvement or use is consistent with the purposes and policies of the Master Plan and the Architectural Review Committee Rules and Regulations.

5.1.2 MINIMAL ADVERSE IMPACT. The size, location and design of the proposed Improvement or use are such that it will have minimal adverse impact on the property value, livability and permissible development 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.

5.1.3 SITE PLANNING. The site planning and design of the proposed Improvement or use will, as far as reasonably possible, provide an aesthetically pleasing and functional environment to the highest degree consistent with the nature of the use and the given setting. Consideration shall be given to design excellence within Parker Ranch and sensitivity to the natural environment.

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

7.0 NONWAIVER. Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction, or failure by the Architectural Review Committee or Administrator, to enforce any violation of these Rules and Regulations, shall not be deemed to constitute a precedent or waiver impairing the committee's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent or to enforce any subsequent or similar violation of these Rules and Regulations.

8.0 NONCONFORMING USES. If any Lot Owner shall have any Improvement located on a Private Area or Open Space sub area which if not in compliance with these Rules and Regulations as adopted or hereafter amended, even though said Improvement existed prior to the adoption of these rules, the Lot Owner shall have (2) years from the date of notification by the committee to comply with these Rules, provided however, that each Lot Owner shall not be required to expend more than (2) times the then prevailing annual dues per violation if said non-complying Improvement existed prior to the adoption of these Rules or prior to the adoption of any applicable amendment to these Rules.

9.0 ADOPTION OF ARCHITECTURAL REVIEW COMMITTEE RULES AND REGULATIONS

The foregoing Architectural Review Committee Rules and Regulations are hereby adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the undersigned members of the Architectural Review Committee duly appointed by the board of directors of Parker Ranch.

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## ARCHITECTURAL CHECKLIST

### 1. Site Plan

Minimum Scale 1" = 20'  
Title Blocks  
Building Locations, outbuilding locations, adjacent buildings.  
Line of proposed roof overhangs  
Property Lines  
Direction of primary views  
Natural site topography  
View Corridors if applicable  
Existing trees or other natural features  
Proposed removal of trees  
Location of proposed future structures  
Outdoor mechanical equipment locations  
Privacy screening/service area  
Trash can enclosure  
Outdoor lighting layout  
North Arrow  
Setbacks and easements on all sides  
Construction staging and access area  
Proposed landscape plan and description of plant materials  
Proposed ridgeline with height and finished floor elevators  
Relative elevation at each property corner and midpoint of Lot  
Existing and final grade elevation at each building corner  
Proposed walks, drive, parking and materials Location of all utility connection lines to structure. Area tabulation indicating gross site area, gross building coverage i.e. Footprint of house foundation, garage or carport size, other building projections, covered porches and ratio of footprint to gross site area.

### 2. Floor Plans

Scale 1/4" = 1"  
Title Blocks  
North Arrow  
All exterior dimensions  
Door and window openings and size  
Wall, partitions and stairways  
Decks, porches, balconies and courtyards and materials  
Electrical meter location  
Trash receptacle  
Location of any outdoor heat/cooling Lots

### 3. Cross Section

Scale 1/4" = 1' minimum 1/2" = 1' preferred  
Title blocks  
Cross section through highest portion of building  
Foundation materials  
Exterior walls- materials and heights of elements  
Roof construction- Materials and slope

#### 4. Elevations

Building elevations of all exterior views

Scale  $\frac{1}{4}" = 1'$

Title Blocks

Door and window openings with material description

All exterior building features including;

Roof materials and slope

Siding material,

Type and size

Fireplaces and chimneys

Railings

Trims and fascia (material and size)

House number and description

Electric meter

Lights and description

Decks

Trash enclosure

Skylights with description

Screen fences with description and details

Exterior wood details

Finish grade line and finished floor level

Overall building height

Indication of all exterior material finishes

#### 5. Specifications

Walks and roads

Planting

Exterior siding

Siding

Roofing

Doors

Windows

Skylights

Garage door

All exterior colors

All exterior light fixtures

Heating system