



**AMENDED  
DECLARATIONS, RESTRICTIONS,  
PROTECTIVE COVENANTS AND CONDITIONS  
FOR  
VANDEVERT RANCH, ALL PHASES**

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This Amended Declaration of Covenants, Conditions, and Restrictions is made this \_\_\_\_ day of \_\_\_\_\_, 2006 and amends that Declarations, Restrictions, Protective Covenants for Vandever Ranch, dated August 31, 1992, recorded at Volume 275, Page 282, Official Records, Deschutes County, Oregon (the "Original Declaration"), as well as all amendments to the Original Declaration.

This Amended Declarations, Restrictions, Protective Covenants and Conditions for Vandever Ranch, All Phases (the "Declaration") encumbers the real property described in the plat of Vandever Ranch, recorded at Plat No. \_\_\_\_, Official Records, Deschutes County, Oregon ("Vandever Ranch"). This Declaration amends and restates the Original Declaration and its amendments. Vandever Ranch is governed by the Vandever Ranch Association, Inc., an Oregon not-for-profit corporation (the "Association").

This Declaration has been proposed by the Association pursuant to ORS 94.590(2)(a) and has been adopted pursuant to ORS 94.590(1) and shall be effective upon recording in the Official Records of Deschutes County, Oregon.

**NOW, THEREFORE,** the Association hereby declares that all of Vandever Ranch and any additional properties as may by subsequent amendment be added to and subjected to this Declaration 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 Vandever Ranch and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the real property covered by this Declaration and their respective grantees, vendees, assigns and successors.

**ARTICLE I: DEFINITIONS**

**Section 1.** "Additional Land" shall mean and refer to additional real property subject to annexation as provided elsewhere in this Declaration.

**Section 2.** "Bylaws" shall refer to the Bylaws of the Association, as those may be amended.

After Recording Return to:  
Vandever Ranch  
P.O. Box 1572  
Bend, OR 97709

**Section 3.** "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners, including all private ways used by the Owners collectively.

**Section 4.** "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the Bylaws, and the Articles of Incorporation of the Association.

**Section 5.** "Eligible Mortgage Holder" shall mean a holder, insurer or guarantor of a first mortgage on a Lot who has requested notice of certain matters from the Association as hereinafter and in the Association's Bylaws provided.

**Section 6.** "Eligible Votes" shall mean those votes entitled to be cast on the issue at hand. A vote which, for any reason, is suspended is not entitled to be cast.

**Section 7.** "Lot" shall mean a portion of Vandever Ranch which is shown on the plat as a lot for any type of independent ownership and use and not identified on the plat as a Common Area.

**Section 8.** "Majority" means those eligible votes, Owners or other groups, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

**Section 9.** "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

**Section 10.** "Mortgage" means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

**Section 11.** "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

**Section 12.** "Mortgagor" shall include the trustor or grantor of a deed of trust, as well as a mortgagor.

**Section 13.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot which is part of Vandever Ranch, but excluding any party encumbering the fee simple title merely as security for the performance of an obligation.

**Section 14.** "Person" means a natural person, a limited liability company, a corporation, a partnership, trust or other legal entity.

**Section 3.** "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners, including all private ways used by the Owners collectively.

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**Section 13.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot which is part of Vandever Ranch, but excluding any party encumbering the fee simple title merely as security for the performance of an obligation.

**Section 15.** "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property or changes the provisions of this Declaration.

## **ARTICLE II: PROPERTY RIGHTS**

**Section 1. OWNER'S EASEMENT OF ENJOYMENT.** Every Owner shall have a right and an easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions, and others contained herein:

1.1 The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of persons who may use the facilities;

1.2 The right of the Association to suspend an Owner's voting rights and the right to use any of the facilities on the Common Area for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

1.3 The right of the Association to grant easements in and to the Common Area to any public agency, authority or utility benefitting Vandever Ranch or portions thereof and Owners or Lots contained therein;

1.4 The right of the Association to borrow money for the purpose of improving or repairing the Common Area or for acquiring additional Common Area, and to give as security for the payment of any such loan a mortgage encumbering all or any portion of the Common Area, provided two-thirds (2/3) of the Members present or represented by proxy at a meeting called for such purpose shall approve; and

1.5 The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the votes of the Members which are present or represented by proxy at a meeting duly called for such purposes.

**Section 2. DELEGATION OF USE.** Any Owner may delegate, in accordance with the Bylaws of the Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to

the Common Area and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the tenant of any leased Lot, leased only as allowed under this Declaration.

**Section 3. OWNER'S RIGHT TO INGRESS, EGRESS, AND SUPPORT.**

Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

**Section 4. USE OF COMMON AREA.** No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Common Area or upon any Lot, except as approved by the Association's Board of Directors (the "Board") or their designated representatives.

**Section 5. RULES AND REGULATIONS.** The Board may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article VIII, as allowed by applicable law.

**Section 6. CONSOLIDATION OF LOTS.** The Owner of two adjoining Lots, with the approval of the Design Review Committee, may elect to consolidate such Lots into one Consolidated Lot. Subject to any applicable governmental ordinances, the Design Review Committee may impose reasonable conditions or restrictions on the granting of its approval of a Consolidated Lot, including but not limited to maintenance or landscaping requirements and limitations on use. The consolidation shall be effective upon the recording in the Deschutes County deed records of a new deed and legal description. Thereafter, and except as otherwise provided by the Design Review Committee as a condition of its consent, the Consolidated Lot shall constitute one Lot for all purposes of this Declaration, except for assessments and voting. The Owner of any Consolidated Lot shall continue to be responsible for the individual assessments for each original Lot that has been consolidated and shall be entitled to one vote within the Association for each original Lot that has been consolidated.

**ARTICLE III. RESTRICTIONS ON USE OF RESIDENTIAL LOTS**

**Section 1. TRANSIENT USE OR OCCUPANCY.** No Owner or Owners of any property within Vandevent Ranch shall be permitted to allow their Lot to be used for Transient Occupancy. "Transient Occupancy" shall mean the use, including overnight stays, by a person or persons other than the Owner for a period of less than twelve (12) months for which the Owner receives consideration of any kind. Consideration shall include any money, goods, labor, credits, tax deductions, property or other valuable consideration. Transient Occupancy shall also include occupancy or use by the

Owner's clients, customers, employees or other business associates when the Owner is not present on its Lot, whether or not consideration is received. By majority vote of the membership, the Association may enact reasonable further regulations on Transient Use.

**Section 2. RENTALS AND TENANTS.** An Owner may rent his or her Lot for cash or other consideration only for occupancy by the same individual or individuals (tenants) for a period of twelve (12) consecutive months or more. Owner and tenants shall be responsible for compliance with all provisions of this Declaration and any and all rules and regulations promulgated by the Association. By majority vote of the membership, the Association may enact reasonable further regulations on Rentals.

**Section 3. GUESTS.** "Guests" are people who do not pay rent, whose use or occupancy is not "Transient Occupancy" and who occupy the property when the Owner is present at the Lot. Owners and Guests shall be responsible for compliance with all provisions of this Declaration and any and all rules and regulations promulgated by the Association. In addition, Owners shall be responsible for their Guests. To protect the quiet enjoyment, assets, safety and natural environment of Vandever Ranch, the Association, by majority vote of the membership can enact and implement reasonable regulations on the number of Guests, on repetitive Guests and on disruptive Guests, and may otherwise limit Guest use of Vandever Ranch consistent with the rights of other Owners and the quiet enjoyment and natural environment of Vandever Ranch.

**Section 4. LIGHTING VISIBLE FROM EXTERIOR.** No exterior lighting fixture (other than standard fixtures approved by the Design Review Committee or installed by the Association for safety reasons) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No unusually bright interior lighting visible from the exterior shall be installed in any structure without adequate and proper shielding such as window coverings. Winter seasonal holiday lighting may be permitted at a time and form to be determined by the Association. All modifications of exterior lighting must be approved in writing by the Design Review Committee, in advance.

**Section 5. STORAGE AND PARKING OF VEHICLES.** There shall be no outside storage or parking upon any Lot or the Common Area of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer or any other transportation device of any kind, except for Owner's personal automobile or visitors temporarily parking in spaces and in accordance with rules and regulations designated and promulgated by the Board. Owners will store boats and campers inside garages or within the "storage area" provided for this purpose.

**Section 6. PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. No dangerous animals shall be allowed on any Lot. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of their Owners. No dog shall be permitted to roam

Vandever Ranch unattended, and any dog shall be kept under control by its Owner and its Owner shall be responsible for any and all damage done by the dog. No dog shall be permitted to disturb deer or other wildlife within Vandever Ranch. Because of the unique environment, wildlife and acoustical properties within Vandever Ranch, all dogs shall sleep at night within the individual residential unit of the Owner. An Owner or resident may be required to remove a pet from the Ranch upon receipt of the first notice of safety violations, or the third notice in writing from the Association Board of Directors of violations of any other rule, regulation or restriction governing pets within Vandever Ranch. The Association may elect to provide kenneling for pets, in which case such kennels shall be suitable for sleeping at night. These kennels shall be provided for Owner and Owners' invitees use only. All usage of kennel facilities shall be in accordance with Vandever Kennel Rules & Regulations.

**Section 7. STRUCTURES PERMITTED.** No improvements shall be erected or permitted to remain on any Lot except improvements containing living units and improvements normally accessory thereto. The foregoing provisions shall not exclude construction of a garage, a private greenhouse, deck or decks, picnic tables and outdoor furniture as specified below, and a private in-ground swimming pool, provided the location of such structure is in conformity with applicable governmental ordinances, is compatible in design and decoration with the dwelling structure constructed on such Lot, and neighboring uses, and has been approved by the Design Review Committee.

**Section 8. RESIDENTIAL USE.** Lots shall only be used for residential purposes. Except with the consent of the Board of Directors of the Association, and as allowed by applicable governmental ordinances, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities allowed under Article III, Section 2, (b) the right of any contractor or home builder to have a temporary construction office and to store construction materials and equipment on a Lot in the normal course of construction, and (c) the right of the Owner of a Lot to maintain his or her professional personal library, keep his or her personal business or professional records or accounts, handle his or her personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his or her living unit. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that such use is compatible with surrounding uses and that the activities would not be in violation of applicable governmental ordinances.

**Section 9. OFFENSIVE OR UNLAWFUL ACTIVITIES.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common area, which interferes with or jeopardizes the enjoyment of other Lots or the Common Areas or which is incompatible with customary residential use. No unlawful use shall be made of a Lot or any part thereof and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Without limiting the generality of the

foregoing, no heat pump or other heating, ventilating or air conditioning equipment, the operation of which produces noise at a level higher than 80 decibels, as measured at the lot line, shall be allowed on any Lot or living unit.

**Section 10. MAINTENANCE OF STRUCTURES AND GROUNDS.** Each Owner shall maintain such Owner's Lot and improvements thereon in a clean and attractive condition and in good repair. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, vandalism or other causes shall likewise be the responsibility of each Owner and shall be repaired within a reasonable period of time.

**Section 11. SIGNS.** No signs shall be erected or maintained on any Lot except signs which are approved as to appearance and location by the Design Review Committee. Political signs, erected reasonably prior to an election are excluded from this prohibition as free speech, but must be removed within 24 hours after election

**Section 12. RUBBISH AND TRASH.** No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, dirt and other material resulting from landscaping work shall be dumped in designated Common Areas only. All unimproved Lots shall be kept in a neat and orderly condition, free of vines, weeds and other debris, and grass shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. If any default under this Section exists for a period longer than ten (10) days after written notice of such default is mailed to the responsible Owner by the Association, the Association shall have, in addition to any other rights at law or equity, the remedies specified in this Declaration.

**Section 13. COMPLETION OF CONSTRUCTION.** The construction of any improvements on any Lot, including painting and all exterior finish, shall be diligently pursued from start to finish and shall be completed within twenty-four (24) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Design Review Committee.

**Section 14. LANDSCAPE COMPLETION.** All landscaping must be completed within sixty (60) days from the date of occupancy of the living unit constructed on the Lot. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Design Review Committee.

**Section 15. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a living unit, either temporarily or permanently, except as follows: (a) an Owner may erect a tent on its Lot for recreational camping for an overnight period



of time, so long as the tent is removed by 10:00 a.m. of the immediately following day, and (b) the Association, in its discretion, may allow recreational camping on portions of the Common Area subject to Association-issued written permits. All recreational camping so permitted shall in no way disturb the natural environment and shall otherwise conform to measures of fire and waste disposal as determined by the Association. It is the intent of this provision to allow overnight camping, consistent with the historical use of Vandever Ranch, in areas designated by the Association and subject to regulations promulgated by the Association.

**Section 16. HEDGES AND PLANTINGS ALONG LOT LINES.** No hedges or plantings along Lot lines shall be installed without prior approval of the Design Review Committee.

**Section 17. SERVICE YARDS.** Service yards (garbage, fuel tanks, clotheslines, etc.) shall be completely screened. All screening shall be subject to Design Review Committee approval.

**Section 18. SETBACK, MAXIMUM HEIGHT AND MINIMUM YARD REQUIREMENTS.** Each Lot shall be subject to the setback, maximum height, and minimum yard requirements shown on the recorded plat for Vandever Ranch or which are established by a governmental entity with jurisdiction, whichever is more restrictive. Setbacks may vary from one Lot to the next, depending upon location, view and building envelopes, as shown in the recorded plat. In addition, all Lots are subject to more restrictive view easement, setback, maximum height or minimum yard requirements as are established from time to time by the Design Review Committee.

**Section 19. FENCES.** Fences on individual Lots are prohibited, except as allowed by the Design Review Committee for specific purposes, governed by adopted policies and objective standards of review.

**Section 20. SWING SETS AND LAWN FURNITURE.** Swing sets or recreational facilities, including picnic tables and benches, of a wood construction may be built within rules and regulations as determined by the Association, provided, however, that the Association may decline to authorize such construction if, in the sole judgment of the Association, such structures would be incompatible with existing uses.

**Section 21. NOISE.** Owners of Lots in Vandever Ranch shall follow rules and regulations promulgated by the Association to limit and prohibit loud music or noise that would disrupt the quiet enjoyment of neighboring Lots and the natural environment and wildlife of Vandever Ranch, provided, however, that nothing in this paragraph shall be interpreted to prohibit Owners and the Association from the peaceful and reasonable enjoyment of music within their homes that does not intrude upon others, and outdoor performance of music as authorized by the Association.

**Section 22. TREES.** Except as otherwise provided, Owners are responsible for the maintenance of trees on Lots. The Association may require the pruning, cutting or spraying of trees, at the Owner's cost, for the health and safety of Vandever Ranch or

for purposes of reducing fire risk or to protect explicit view easements. The Association is responsible for the promulgation and enforcement of strict burning procedures and safety standards. The Association is responsible for the maintenance of trees in Common Areas.

**Section 23. GUEST HOUSE.** Guest houses are not permitted on Lots in Vandever Ranch, except for the guest house on the Homestead.

**Section 24. VIEW EASEMENTS.** Owners may, with the written approval of the Association, take landscaping measures to protect explicit view easements as recorded in the Official Records of Deschutes County, provided, however, that such measures are compatible with neighboring uses and agreements with or regulations of governmental authorities.

**Section 25. BUILDING ENVELOPE.** All building sites shall be located within an established and documented building area as determined on each site by the Association or as may be delegated to the Design Review Committee.

**Section 26. BUILDING DESIGNS.** Homes built at Vandever Ranch shall be log (not prefabricated or premanufactured) or log-type homes, including half-log in conjunction with board-and-batten, tongue-and-groove, or plank construction in conjunction with log and rock features, consistent with the ranch character and natural environment of Vandever Ranch, subject to the exclusive review and determination of the Design Review Committee.

**Section 27. TELECOMMUNICATIONS DEVICES.** The attachment, erection, construction or location of a telecommunications device (including but not limited to satellite dishes, antennas or transmitters) on any Lot which is visible from any other Lot or from the Common Area shall be subject to Design Review Committee approval.

#### **ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS**

**Section 1. MEMBERSHIP.** Every Person who is the record Owner of a Lot or a contract vendee thereof shall be a Member in the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Persons who hold an interest in a Lot merely as security for the performance of an obligation are not Members, and the giving of a security interest shall not terminate the Owner's Membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned, except for a consolidated Lot. The rights and privileges of Membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast for each Lot, except for a Consolidated Lot.

**Section 2. VOTING.** Each Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1 hereof. Notwithstanding the above, the Owner of a Consolidated Lot shall have the number of votes equal to the number of original Lots included in the Consolidated Lot.

## **ARTICLE V. MAINTENANCE**

**Section 1. ASSOCIATION'S RESPONSIBILITY.** The Association shall maintain and keep in good repair the Common Area, subject to funding as provided below. This maintenance shall include but not be limited to maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, equipment and improvements situated upon the Common Area. Historical features shall be maintained and protected as reasonably necessary, pursuant to Article VII, Section 9.

**Section 2. OWNER'S RESPONSIBILITY.** Except as provided in Section 1 of this Article, all maintenance of the Lot and all part of the residence thereon shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements. The Association shall be responsible for snow removal from the driveways and parking areas of all lots with paved driveways or other driveways designated as completed by the Design Review Committee. Each Owner shall maintain his or her Lot and all structures, parking areas, landscaping, and other improvements on the Lot in a manner consistent with any rules and regulations promulgated by the Association, or if there are no applicable rules, then in accordance with the first class and high quality character of Vandever Ranch, unless such maintenance responsibility is otherwise assumed by the Association. In addition to any other enforcement rights provided in this Declaration or the Design Review Guidelines, if an Owner fails properly to perform his or her maintenance responsibility, the Association may enter onto the Lot in question and perform such maintenance responsibilities and assess all cost incurred by the Association against the Lot and the Owner as a Specific Assessment in accordance with Article VIII, Section 2. The Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain in accordance with the above requirements prior to entry, except when entry is required due to an emergency situation.

## **ARTICLE VI. INSURANCE**

### **Section 1. INSURANCE.**

1.1 The Association's Board of Directors or its duly authorized agent shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any hazard.

1.2. The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. Premiums for all insurance on the Common Area shall be

common expenses of the Association. The policy may contain a reasonable deductible.

1.3 In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, insurance on directors, officers, employees, and other persons handling or responsible for the Association's funds in an amount that is reasonably prudent by market standards.

**Section 2. INDIVIDUAL INSURANCE.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees to carry blanket all-risk casualty insurance on its Lot and improvements constructed thereon. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged improvements in a manner consistent with the original construction. In the event that the improvements are totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Insurance for equestrian activities or ownership are noted separately below.

## **ARTICLE VII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION; COMMON AREA**

**Section 1. COMMON AREA.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions of this Declaration and the Bylaws.

**Section 2. SERVICES.** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as other personnel as the Association shall determine to be necessary or desirable for the proper operation of Vandever ranch, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of Vandever Ranch or the enforcement of this Declaration. The Association may, but shall not be required to, arrange as an Association expense with third parties to furnish water, trash collection, sewer service, and other common services to each Lot.

**Section 3. PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE.** The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

**Section 4. IMPLIED RIGHTS.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws or the laws of the State of Oregon, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**Section 5. SELF-HELP.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any improvement, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions or governmental rules or laws. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' prior written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

**Section 6. RIGHT OF ENTRY.** The Association shall have the right, in addition to and not in limitation of all the rights it may have, to enter a Lot for emergency, security or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant of the Lot.

**Section 7. USE OF BARN AND STABLE AREA, AND EQUESTRIAN USE OF COMMON AREAS.** The barn and stable area and the meadows and Common Areas of Vandever Ranch may be used by Owners for equestrian purposes; provided, however, that:

7.1 Facilities and space exist to safely accommodate horses owned by Owners, allocating one (1) space for each original Lot and allowing Owners to keep additional horses as space allows, on a first-come, first-served basis. Space in the stable shall be allocated at one space per original Lot, as space allows, on a first come, first served basis. Stable space for a second horse from any original Lot will not be provided unless all requests for first horses from each original Lot have been accommodated.

7.2 No Owner may keep more than two horses per original Lot on Vandever Ranch without express written approval of the Association.

7.3 Owners pay equestrian maintenance fees determined by the Association.

7.4 Owners ride within Common Areas and on riding trails to be

established by the Association.

7.5 Owners annually sign an agreement with the Association specifying the terms under which the Owner's horse or horses will be kept on the ranch.

Owners of horses shall carry a minimum of one million dollars (\$1,000,000) public liability insurance on their horses as determined by the Association, and shall assume full responsibility for their horses at Vandever Ranch. The Association shall be listed as an interested party on the policy. Horses and horse-drawn sleighs may use the bridge and meadows of Vandever Ranch subject to reasonable regulation of the Association. The barn and stable area may also be used for recreational purposes by Owners and Guests within the rules and regulations provided by the Association. For example, the barn loft may be used for recreational, dance or social purposes within the rules and regulations of the Association.

**Section 8. SNOWMOBILES AND RECREATIONAL VEHICLES.** No snowmobiles may be used on the Ranch at any time. No motorized vehicles may be used in Common Areas or meadows, except that motorized vehicles may be used on perimeter roads and that the Association may permit the use of mechanized vehicles solely for the purposes of protecting and maintaining the security and natural environment, and for fire prevention.

**Section 9. HISTORICAL STRUCTURES AND ARTIFACTS** The Association and all Owners shall maintain and protect historical structures and artifacts as reasonably possible on Vandever Ranch, including:

- 9.1 The historic Vandever School;
- 9.2 The gravesite of Kathryn Grace Vandever;
- 9.3 The Thomas William Vandever Homestead Cabins, on the west side of Vandever Ranch;
- 9.4 Stagecoach tracks across the meadows on the north portion of the Vandever Ranch;
- 9.5 The Homestead Bridge abutment at the center of the Vandever Ranch.

**Section 10. LAKES AND PONDS.** Lakes and pond waters on Vandever Ranch are within the Common Area of Vandever Ranch, except the shorelines of Lots 3-7 (i.e., the entire east shore of Rainbow Lake). These shorelines are not Common Area and are not available for transit or fishing except with the permission of the riparian lot owners. Owners who reside on the east shoreline of the lake may post "Private Property" signs, provided the design, language and placement of the signs are approved by the Design Review Committee.

**Section 11. HUNTING, TRAPPING, FIRE ARMS AND FISHING.** There shall be no hunting or trapping on Vandever Ranch (including Lots and Common Area), except as authorized in writing by the Association or as required by the appropriate state or federal agencies, exclusively for purposes of health and safety. Use of rifles, hand guns, shotguns and other firearms is expressly prohibited on Vandever Ranch, other than as provided above. Fishing is permitted on the Vandever Ranch pond, with fly fishing and "catch and release" fishing encouraged within the rules and regulations promulgated by the Association.

**Section 12. RECREATIONAL ENJOYMENT; ASSUMPTION OF RISK.** Owners shall be entitled to recreational enjoyment of the Common Area of Vandever Ranch, provided, however, that the risk of such use rests fully and completely with the Owner and with the user. The Association may promulgate rules and regulations pertaining to such appropriate recreational use of Vandever Ranch, with particular attention to health and safety, and compatibility with existing uses.

**Section 13. ACQUISITION OF LAND.** The Association may acquire property for the benefit of the Association.

**Section 14. LANDSCAPING.** Landscaping of Lots and of Common Areas shall be consistent with the natural environment of the area as authorized by the Design Review Committee and governmental regulation and agreements. The Association may take appropriate landscaping measures to protect and enhance the river and meadows, fishery and wildlife and the natural environment and quiet enjoyment of Vandever Ranch.

## **ARTICLE VIII. ASSESSMENTS**

**Section 1. PURPOSE OF ASSESSMENT.** The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

**Section 2. CREATION OF ASSESSMENTS.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. In the event that a person shall acquire a Lot or his Lot shall first become subject to assessment during the course of a calendar month, his first assessment shall

come due on the tenth (10th) day of the following calendar month. New Owners shall be jointly and severally liable for the payment of any assessments which remain unpaid at the time of their acceptance of legal title to a Lot in Vandeventer Ranch.

**Section 3. COMPUTATION OF ASSESSMENT.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Members. Notwithstanding the foregoing, however, in the event the Members disapproved the proposed budget or the Board fails for any reason so to determine the budget for the coming year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the coming year. If actual costs for items included in the budget exceed estimated costs, the Board may spend up to twenty percent (20%) more than the total budget without additional Member approval so long as Members are notified within thirty (30) days in writing of the additional expenses and funds are available in reserves to cover the cost on a short-term basis. The following year, the overage shall be noted as a line item on the budgeted assessment for that year.

**Section 4. SPECIAL ASSESSMENTS.** In addition to the other assessments authorized herein, the Board may levy special assessments in any year, so long as the total amount of special assessments allocable to each Lot does not exceed twenty percent (20%) of the budgeted annual assessment (annual dues) in any one fiscal year. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a Majority of the Members. The Board shall cause the budget and the assessments to be levied equally against each Lot, except in the case of specific assessments. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

**Section 5. ASSESSMENT UPON SALE OF PROPERTY.** The Association shall be entitled to collect a fee from the seller of any Lot upon the close of escrow. The amount of the fee shall be \$5,000 and shall be the same for each Lot. The amount of the fee may be changed by the vote of a Majority of the Members.

**Section 6. LIEN FOR ASSESSMENTS.** All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association in accordance with Oregon law. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage duly recorded in the Official Records of Deschutes County, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All



other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

**Section 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Member who has not paid within sixty (60) days following the due date. The lien for an unpaid assessment shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the lien in the manner provided in this Article. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein, including, by way of illustration but not limitation, abandonment of the Lot. All payments shall be applied first to costs and attorney fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of collection efforts in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of collection efforts in the order of their coming due.

**Section 8. CAPITAL BUDGET AND CONTRIBUTION.** The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost in accordance with Oregon law. Any capital contribution required shall be fixed by the Board and included within the budget and assessments, as provided in Section 3 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

**Section 9. SUBORDINATION OF THE LIEN TO THE FIRST DEEDS OF TRUST AND FIRST MORTGAGES.** The lien of the assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or

transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

**Section 10. PREPAYMENT OF REGULAR ASSESSMENT.** The Board of Directors, at their discretion, based upon objective standards adopted from time to time and administered uniformly, may elect to grant a discount of the gross amount assessed for any twelve (12) month period if an Owner prepays its annual assessment by January 31 of a calendar year. Assessments which are not so prepaid shall be paid on or before the 10th day of the month with respect to which they are imposed.

## **ARTICLE IX. DESIGN REVIEW COMMITTEE**

**Section 1. ARCHITECTURAL REVIEW.** No improvement on a Lot shall be built, erected, placed or altered until the design plans and specifications showing the nature, shape, height, materials, colors, proposed location and other pertinent elements of the Improvement have been submitted to and approved in writing by the Design Review Committee.

**Section 2. DESIGN PROCEDURE.** In all cases in which the Design Review Committee approval or consent is required by this Declaration, the provisions of this Article shall apply. The procedure and specific requirements for application for Design Review Committee approval or consent may be set forth in Design Guidelines or other rules adopted from time to time by the Design Review Committee. The Design Review Committee may charge a reasonable fee to cover the cost of processing the application.

2.1 Upon receipt of a complete application, the Design Review Committee shall send out "Application Complete" notice to Owner.

2.2 Decision on the application shall be made within thirty (30) days of issuance of the Application Complete notice.

2.3 If no decision is made as noted under (b) above, the application shall be deemed approved by default.

**Section 3. COMMITTEE DISCRETION.** The Design Review Committee may, in its sole discretion, withhold or condition its approval of any proposed improvement if the Design Review Committee finds the proposed improvement does not meet with the standards contained herein or the Design Guidelines or the standards of the Design Committee.

**Section 4. MEMBERSHIP; APPOINTMENT AND REMOVAL.** The Design Review Committee shall consist of as many persons, but not less than three (3), as the Board may from time to time appoint. The Board may remove any member of the Design Review Committee from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses and telephone numbers or e-mail addresses of the members of the Design Review Committee. The Board may at any time delegate to a subcommittee of the Board of Directors of the Association the right to appoint or remove members of the Design Review Committee. If the Board of Directors fails to make such appointments, the Board of Directors shall itself serve as the Design Review Committee.

**Section 5. MAJORITY ACTION.** Except as otherwise provided herein, a Majority of the members of the Design Review Committee shall have the power to act on behalf of the Design Review Committee, without the necessity of a meeting and without the necessity of consulting or notifying the remaining members of the Design Review Committee. The Design Review Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

**Section 6. LIABILITY.** The scope of the Design Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering or other similar considerations. Neither the Design Review Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Design Review Committee or a member thereof, provided only that the Design Review Committee has, or the member has, in accordance with the actual knowledge possessed by the Design Review Committee or by such member, acted in good faith.

**Section 7. NONWAIVER.** Consent by the Design Review Committee to any matter 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 consent.

**Section 8. APPEAL.** Any Owner aggrieved by action or default action of the Design Review Committee may appeal such action to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Design Review Committee's action or default action and shall state plainly and with sufficient particularity the basis for the appeal. A final conclusive decision shall be made by the Board of Directors of the Association within fifteen (15) working days after receipt of such appeal.

**Section 9. EFFECTIVE PERIOD OF CONSENT.** The Design Review Committee's consent to any proposed improvement shall automatically be revoked one (1) year after issuance unless construction of the improvement has been commenced or the Owner has applied for and received an extension of time from the Committee.

**Section 10. ESTOPPEL CERTIFICATE.** Within fifteen (15) working days after

written request therefor is delivered to the Design Review Committee by any Owner and upon payment to the Design Review Committee of a reasonable fee, if any, fixed by the Design Review Committee to cover costs, the Design Review Committee shall provide such owner with an estoppel certificate executed by a member of the Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such improvements do not so comply. If the estoppel certificate states that the improvements do not comply, such certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance.

## **ARTICLE X. GENERAL PROVISIONS**

**Section 1. DURATION.** The covenants and restrictions of this Declaration shall run with and bind Vandever Ranch, the Lots and the Common Area, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, approved by at least seventy-five percent (75%) of the then Owners and signed and certified by the President and Secretary of the Association having been adopted in compliance with this Section and ORS 94.590, has been recorded, agreeing to change this Declaration, in whole or in part, or to terminate the same. Notwithstanding the foregoing, no amendment to this Declaration shall change the boundaries of any Lot or any uses to which any Lot or improvement is restricted or change the method of determining liability for common expenses, the method of determining the right to common profits or the method of determining voting rights of any Lot unless the Owners of affected Lots or improvements unanimously consent to the amendment. Amendments to this Declaration shall become effective upon recordation in the official records of the County, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration. If a Member consents to any amendment to this Declaration, the Bylaws or the Articles of Incorporation, it will be conclusively presumed that such Member has the authority so to consent, and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

**Section 2. NOTICE OF SALE OR TRANSFER OF TITLE.** Any Owner desiring to sell or otherwise transfer title to his or her Lot (excepting transfers by operation of law) shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, incurred prior to the date of the transfer. The former Owner shall also be responsible as a joint and several obligor, along with the current Owner, until

the effective date of the notice referred to above.

**Section 3. REGISTRATION OF MAILING ADDRESS.** Each Member shall register his mailing address with the Secretary of the Association from time to time, and notices or demands intended to be served upon or given to a Member shall be personally delivered to or sent by mail, postage prepaid, addressed in the name of the Member at such registered mailing address.

**Section 4. INDEMNIFICATION.** The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officer and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or misconduct. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 5. EASEMENTS FOR UTILITIES.** There is hereby reserved to the Association blanket easements upon, across, above, and under all property within Vandever Ranch for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving Vandever Ranch or any portion thereof, including but not limited to gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master system which the Association might decide to have installed to serve Vandever Ranch. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace and maintain, or to authorize the installation, repairing, replacing and maintaining of such wire, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

**Section 6. SEVERABILITY.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

**Section 7. CAPTIONS.** The captions of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the meaning of the particular Article or Section to which they refer.

**Section 8. ENFORCEMENT PROCEDURES.** In the event that any Owner constructs or permits to be constructed on said Owner's property an improvement contrary to the provisions of this Declaration or of the Design Review Committee Rules and Guidelines, or in the event that an Owner maintains or permits any improvement, condition or other thing on his or her Lot contrary to the provisions of this Declaration or the Design Review Committee Rules and Guidelines, the Association and/or the Design Review Committee may, no sooner than ten (10) days after delivery to such Owner of written notice of the violation, order the Owner to cease and desist all work, construction, repair, alteration, landscaping and excavation of any kind, until such breach is remedied. The stop work order shall continue until the violation has been corrected. If the Owner/contractor/subcontractor refuses to stop work, a certified letter shall be sent to the Owner of the Lot in violation. The letter shall describe what the violation is and require that all work be discontinued until the problem is rectified. A time limit shall be placed on the amount of time allowed to correct the problem. In the event the written notice sent by certified letter is ineffective or is breached, the Association may seek an injunction to force compliance. A fine may also be levied in conjunction with the stop work order, in conjunction with a schedule of fines reviewed and approved on an annual basis by the Design Review Committee, and subject to the approval of the Association.

**Section 9. LOT NAMES.** The Association has authority over the naming of Lots as the names appear on mailboxes, on street number plaques at Lot entrances, and in marketing and selling Lots. Owners may not change the name of their Lot without Board approval. The name Vandever shall not be used as part of the name of any Lot.

**Section 10. AMENDMENTS.** This Declaration may only be amended by the affirmative vote with seventy-five percent (75%) of the Members and subject to the requirements of ORS 94.590.

IN WITNESS WHEREOF, this Declaration has been approved and adopted by the Members and is executed and certified pursuant to ORS 94.590(3), to be effective upon recording.

VANDEVERT RANCH ASSOCIATION, INC.,  
an Oregon not-for-profit corporation

By Henry M. Gtrnuch  
Its: President

By Frederic S Haynes  
Its: Secretary

**CERTIFICATION**

I, Henry M. Gtrnuch, President of the Association,  
and I, Frederic S Haynes, Secretary of the Association, hereby  
certify that:

1. The above Declaration was adopted by Owners in accordance with  
the Original Declaration; and

2. The above Declaration was adopted in accordance with  
ORS 94.590.

Henry M. Gtrnuch  
President  
Frederic S Haynes  
Secretary

### Declarant Consent

To the extent of any rights given the Declarant in the Original Declaration, the Declarant hereby consents to and approves the foregoing Declaration.

\_\_\_\_\_  
Carol W. Gardner, Declarant

\_\_\_\_\_  
James A. Gardner, Declarant

STATE OF OREGON           )  
County of Clackamas    ) ss.

This instrument was acknowledged before me on Jan 20, 2006 by  
STEVEN M. STRAUCH, as President of Vandevent Ranch  
Association, Inc.



Megan W. Campbell  
Notary Public - State of Oregon

STATE OF CALIFORNIA    )  
County of \_\_\_\_\_    ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 2006 by  
\_\_\_\_\_, as Secretary of Vandevent Ranch  
Association, Inc.

SEE ATTACHMENT  
Notary Public - State of CALIFORNIA



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SAN MATEO

SS.

On

JAN 26 2006

before me,

STEVEN A. WAGNER

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

FREDERICK S. HAYNES

Name(s) of Signer(s)

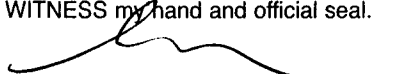
☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

CERTIFICATION

Document Date:

Number of Pages:

103

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

## **EXHIBIT A**

Vandevert Ranch Phases I and II Subdivision, Deschutes County, Oregon